

REQUEST FOR PROPOSALS

SOLID WASTE SERVICES YADKIN COUNTY, NORTH CAROLINA

ISSUED BY:

**Yadkin County Environmental Services - Solid Waste Division
213 E. Elm Street
Yadkinville, NC 27055**



Issued **September 16, 2013**

This page intentionally left blank.

Yadkin County Environmental Services - Solid Waste Division Yadkin County, North Carolina

Solid Waste Services Request for Proposal

Table of Contents

	<u>Page</u>
1.0 INTRODUCTION	1
2.0 SCOPE OF SERVICES	1
3.0 PRE-PROPOSAL CONFERENCE	1
4.0 EXHIBITS AND APPENDICES	2
5.0 CONTRACT TERM.....	2
6.0 PROPOSAL SCHEDULE	2
7.0 ACCURACY OF THE SOLICITATION	3
8.0 SUPPLEMENTARY INFORMATION AND ADDENDUMS	3
9.0 PROPOSAL PRESENTATION	3
9.1 Proposal Response	3
9.2 Proposal Format.....	4
9.2.1 Cover Letter of Intent.....	4
9.2.2 Statement of Organization.....	5
9.2.3 Contact Information.....	5
9.2.4 Project Approach and Description of Provided Services	5
9.2.5 Staffing and Equipment Obligation.....	5
9.2.6 Qualifications, Experience, and References.....	5
9.2.7 Financial Statement	6
9.2.8 Litigation, Regulatory, Criminal Conviction History	6
9.2.9 Proposed Fees and Schedules	6
9.3 Confidentiality	6
9.4 Withdrawal of Proposal.....	7
9.5 Proposal Deviations	7
9.6 Signatures and Authorization.....	7
BACKGROUND	8
10.0 QUALIFICATIONS OF VENDORS	8
11.0 REQUESTED SERVICES AND GENERAL REQUIREMENTS.....	9
11.1 Transfer Station Operations	9
11.1.1 County Responsibility	10
11.1.2 Ownership of the Waste	10
11.2 Waste Transportation Services.....	10
11.3 Waste Disposal Services.....	10
11.4 MSW Collection Services	11
11.4.1 Alternate MSW Collection Services Proposal	11
11.5 Recyclable Collections, Transportation, and Processing Services	11
11.5.1 Alternate Dumpster Container Proposal	12

	11.5.2	Alternate Fee Schedules	12
	11.5.3	County Responsibility	13
11.6		Equipment	13
11.7		Employees	13
11.8		Permits; Licenses	13
11.9		Emergency Service	13
12.0		COMPENSATION	13
12.1		Date of Payment	13
12.2		Fee Adjustments	13
12.3		Fuel Adjustment	14
12.4		Consumer Price Index (CPI) Adjustment	14
13.0		ALTERNATE PROPOSALS	14
14.0		TERMS AND CONDITIONS	14
14.1		Inquiries	15
14.2		Statutory Requirements	15
14.3		Occupational Safety And Health Act Compliance	15
14.4		No Collusion or Conflict of Interest	16
14.5		Subcontracting Relationships.....	16
14.6		Assignments and Transfers.....	16
14.7		Indemnification.....	16
14.8		Disputes	17
14.9		Drug-Free Workplace.....	17
14.10		Non-Discrimination	17
14.11		Force Majeure.....	17
15.0		INSURANCE REQUIREMENTS	17
16.0		EVALUATION CRITERIA	18
16.1		Provided Services	18
16.2		Cost Effectiveness.....	18
16.3		Acceptance of the Terms of the Contract.....	19

TABLES

Table 1	List of Exhibits and Forms
---------	----------------------------

APPENDICES

Appendix A	Yadkin County Personnel and Operations Evaluation Report
Appendix B	Sample Contract Document

EXHIBITS

Exhibit 1	Yadkin County Solid Waste Facilities Site Location Map
Exhibit 2	Yadkin County Schools Location Map
Exhibit 3	Yadkin County Offices and Facilities Location Map
Exhibit 4	Collection Schedule and Level of Service
Exhibit 5	Waste and Recyclable Material Volumes
Exhibit 6	Disposal and Recycling Facility References

FORMS

Form A:	Proposal Submission Form
Form B:	Organization Information Form
Form C:	Insurance Certification Form
Form D:	Non-Collusion Certification Form
Form E:	Drug Free Workplace Certification Form
Form F:	Addenda Confirmation Form
Form G:	MSW Collections Bid Sheets
Form H:	Transfer Station Operations, Transportation, and Disposal Bid Sheets
Form I:	Recyclable Materials Bid Sheets
Form J:	References

This page intentionally left blank.

1.0 INTRODUCTION

Yadkin County, North Carolina (County) is requesting proposals from a qualified private sector service provider (Offeror) to manage and operate the County's transfer station, provide transportation and disposal services from the transfer station, provide solid waste and recycling collection services from the County's facilities, and provide transportation and processing management of recyclable materials. In pursuing these requested services, Yadkin County may select a service provider determined as best qualified to deliver safe and economical services.

2.0 SCOPE OF SERVICES

Yadkin County is soliciting proposals from the private sector to provide staffing, and equipment for the operations and management of the County's solid waste services. These services will include; but, may not be limited to the following:

1. Operations and maintenance of the County's current bi-level municipal solid waste (MSW) transfer station located at 1149 Landfill Road in Yadkinville, NC 27055.
2. Collection of MSW from the County's eight (8) convenience centers (**Exhibit 1**).
3. Collection of recyclable materials from the County's eight (8) convenience centers (**Exhibit 1**).
4. Collection of solid waste from fifteen (15) Yadkin County school facilities (**Exhibit 2**).
5. Collection of recyclable materials from twelve (12) Yadkin County school facilities (**Exhibit 2**).
6. Collection of MSW from three (3) County operated facilities (**Exhibit 3**).
7. Transportation of MSW from the County's current transfer station to a permitted Subtitle D landfill.
8. Transportation of recyclable materials from the County's convenience centers and/or collection area to a material recovery facility (MRF) for processing.
9. Disposal of the County's MSW in a permitted Subtitle D landfill.

The County will be responsible for maintaining the operating permit for the transfer station and for the payment of related annual permit fees. The County will maintain control over the operations of the scale, scale house, and convenience centers; and, these activities should not be considered as part of the RFP response.

3.0 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be conducted on **October 1, 2013**. This pre-proposal conference will be held at **10:00 a.m.** at the Yadkin County MSW Transfer Station located at 1149 Landfill Road in Yadkinville, NC 27055.

The pre-proposal conference will allow interested vendors an opportunity to review the transfer station site and recycling area, familiarize themselves with the facility and operating requirements, and review access and transportation conditions. A visit to one (1) convenience center will also be made.

During the pre-proposal conference, interested vendors can request clarity and receive answers and responses to questions related to this Request for Proposals (RFP) and the attached supplementary operations evaluation report entitled *Yadkin County Personnel and Operations Evaluation Report* (**Appendix A**), the contracting process, the requested services, and the selection criteria for award.

The County will obtain contact information from interested vendors attending the pre-proposal conference.

4.0 EXHIBITS AND APPENDICES

The Exhibits and Forms listed below are hereby incorporated as part of this Request for Proposal (RFP). **Each form (Forms A – J) must be returned with Offeror's proposal.**

Table 1: List of Exhibits and Forms

Exhibit 1	Convenience Centers Site Location Map
Exhibit 2	Yadkin County Schools Location Map
Exhibit 3	Yadkin County Facilities Location Map
Exhibit 4	Collection Schedule and Level of Service
Exhibit 5	Waste and Recyclable Material Volumes
Exhibit 6	Disposal and Recycling Facility References
Form A	Proposal Submission Form
Form B	Organizational Information
Form C	Insurance Certification
Form D	Non-Collusion Affidavit
Form E	Drug-free Workplace Certification
Form F	Addendum Confirmation Form
Form G	MSW Collections Bid Sheets
Form H	Operate, Transport, and Disposal Bid Sheets
Form I	Recyclable Materials Bid Sheets
Form J	References

5.0 CONTRACT TERM

The term of the proposed solid waste services contract is five (5) years with the County retaining unilateral right of renewal in authorizing an extension for a subsequent five (5) year period at the discretion of the County. Either party shall notify the other of their desire for non-renewal at least ninety (90) days prior to the end of the contract term.

6.0 PROPOSAL SCHEDULE

Yadkin County proposes the following schedule for this solicitation. At the discretion of the Yadkin County administrators or the County Commissioners, the proposed schedule may be modified to accommodate the interest of the County.

Issuance of the Request for Proposal Solicitation:	September 16, 2013
Pre-proposal On-site Conference:	October 1, 2013
Deadline for Offeror Questions:	October 18, 2013
Written Response to Offeror Questions:	October 25, 2013
Submission of Proposal Responses:	3:00 p.m. EST November 15, 2013
Summary and Recommendation to County:	December 2, 2013
Execution of Contract:	December 16, 2013

7.0 ACCURACY OF THE SOLICITATION

The County assumes no responsibility for interpretations or assumptions derived from the information presented in this RFP or other distributed information presented throughout this procurement process. The County has not confirmed the acceptance of any materials at any facilities identified within this RFP. Thus, the Offeror is responsible for requesting and receiving confirmation from such facilities. In no event shall the Offeror rely on any oral or written information or statement provided by other agents, advisors, or consultants outside of the County's **representative agent** identified in **Section 14.1**.

If during the review of the RFP or other documents provided by the County the Offeror identifies discrepancies or omissions, the Offeror should immediately notify the County of such discrepancy or omission in writing in accordance with **Section 14.1**. The County will address relevant concerns by addenda as necessary. Offerors requesting interpretations of information contained within this RFP or any information subsequently provided shall do so in writing to the County's **representative agent** identified in **Section 14.1**.

8.0 SUPPLEMENTARY INFORMATION AND ADDENDUMS

During this solicitation process, the County may issue supplementary information to clarify portions of the RFP. The County reserves the right to issue addendums to this RFP. Addenda items shall become part of the RFP. The Offeror will be responsible to ensure that they have received each addendum and have included an Addenda Confirmation Form (**Form F**) in their response. The addenda form signifies that the Offeror has received and considered all addenda items and incorporated such information in their response.

Upon issuance, addenda will be on file at the Environmental Services - Solid Waste Division office located at 213 E. Elm Street in Yadkinville, NC; posted on the County's website (<http://www.yadkincountync.gov/Bids.aspx?CatID=17>); and issued electronically to all parties recorded by the County as having received this RFP or attending the pre-proposal conference.

9.0 PROPOSAL PRESENTATION

Offerors shall present their response and qualification information as briefly as possible and in an economical and an environmentally friendly manner. Elaborate bindings and colorful displays are not to be used in Offeror's response. The response shall be a succinct and concise description of the qualifications and commitments necessary to satisfy the requirements of this request. Materials containing advertisement should not be included as such documents will not be considered in the selection process.

9.1 Proposal Response

Three (3) copies of the proposal must be submitted no later than **3:00 p.m.**, local time, on **November 15, 2013**. One (1) copy of the proposal must contain original signatures and two (2) may be copies of the original document. In addition to the bound copies, two (2) electronic copies of the proposal must be submitted in an Adobe Portable Document Format (.pdf) version 10.0 or higher on either a compact disc (CD) or Universal Serial Bus (USB) flash drive.

The proposal shall be signed manually in ink by the person or persons legally authorized to bind the company and enter into contracts with the County. Proposals received without a signature(s) or after said time and date will not be considered.

Only one (1) proposal shall be accepted from an individual corporation, partnership, or other entity under the same or different names. All proposals submitted pursuant to this RFP will become property of the County and will not be returned to the Offeror.

9.2 Proposal Format

Offerors shall submit proposals in accordance with the following format. The proposal shall be typewritten with a font size of at least eleven (11) and a line spacing of 1.0. Pages shall be double-sided on white, 8-1/2" x 11" paper. Pages shall be consecutively numbered and may be secured by staples or non-elaborate binding.

Each form (Forms A – J) must be returned with Offeror's proposal. Offerors shall submit a response to each inquiry on the requested forms. Responses that do not apply or which are not required, the acceptable response shall be "Not Applicable", "NA", or "Does Not Apply."

Table of Contents

Cover Letter of Intent
Statement of Organization
Contact Information
Project Approach and Description of Provided Services
Staffing and Equipment Obligations
Qualifications, Experience, and References
Financial Statement
Litigation, Regulatory, Criminal Conviction History

Form A: Proposal Submission Form
Form B: Organization Information Form
Form C: Insurance Certification Form
Form D: Non-Collusion Certification Form
Form E: Drug-Free Workplace Certification Form
Form F: Addenda Confirmation Form
Form G: MSW Collections Bid Sheets
Form H: Transfer Station Operations, Transportation, and Disposal Bid Sheets
Form I: Recyclable Materials Bid Sheets
Form J: References

9.2.1 Cover Letter of Intent

The cover letter of intent must attest to the accuracy of the proposal submission. The cover letter must be signed by an individual authorized to obligate the company and execute binding contracts. The cover letter shall include the company name, street and electronic addresses, and telephone and facsimile numbers.

The cover letter of intent shall summarize the Offeror's understanding of the requested services, staffing and equipment requirements, and the ability to provide such services individually and/or through subcontracting.

The Offeror's cover letter must state that the response will remain valid for acceptance for a period of one hundred twenty (120) days from the acceptance and opening of the response on **November 15, 2013** and thereafter until a contract can be negotiated and executed, whichever occurs first.

9.2.2 Statement of Organization

In addition to the completion of **Form B**, the Offeror shall submit information defining the type of organization and the organizational structure of the company. If the Offeror proposes to utilize subcontractor(s) in providing the requested services, the Offeror shall document the relationship to any subcontractor(s) and the subcontractor's organizational structure.

9.2.3 Contact Information

The Offeror shall identify a point of contact (POC) for the proposal response. The POC shall be able to address any inquiries and submit supplementary information as requested by the County.

9.2.4 Project Approach and Description of Provided Services

The Offeror shall provide a concise description of the approach that will be undertaken to fulfill the requested services. The Offeror shall confirm that services will be provided at each requested County location. In addition, the Offeror shall submit certification documentation from the receiving landfill(s) and the MRF(s) regarding their ability to accept, disposal, or process the material volumes throughout the term of the contract.

The Offeror shall identify a process to address transition time requirements needed to become fully operational. The Offeror shall address planned or proposed upgrades to the existing facilities and the replacement of the collection containers as applicable.

9.2.5 Staffing and Equipment Obligation

The Offeror shall identify the staffing levels (e.g., supervisory, operators/drivers, and maintenance) and anticipated equipment obligations that will be assigned to fulfill the requested services. The Offeror shall identify staff experience, certifications, and training levels. Equipment information shall include the quantity, make/model, year, and hours/mileage (as much as can be defined).

9.2.6 Qualifications, Experience, and References

The Offeror shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

The Offeror shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years (**Form J**). The references shall be capable of providing information on the Offeror's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

9.2.7 Financial Statement

The Offeror shall demonstrate financial stability by submitting a statement of the Offeror's financial stability, including information on current or prior bankruptcy proceedings. The Offeror shall additionally address means to fund capital items throughout the performance of this contract.

The Offeror shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q. Minimally, the Offeror's financial report shall include a balance sheet, an income statement, and a statement of cash flows.

If the Offeror is a corporation, the submission of the latest audited financial statements of the corporation is requested. The Offeror may substitute a non-audited financial statement and Federal returns from the most recent two (2) years if a certified audit has not been completed.

9.2.8 Litigation, Regulatory, Criminal Conviction History

The Offeror shall provide information related to litigation, regulatory non-compliance, and criminal conviction occurrences during the past ten (10) years. The Offeror shall describe the events related to each case by providing case or docket numbers, contact information, background information, and the current status and/or resolution(s). Events shall include, but may not be limited to, civil and administrative actions, criminal activity, disputes, bankruptcies, contract terminations, fines, and penalties.

9.2.9 Proposed Fees and Schedules

The Offeror shall present all costs, anticipated pricing adjustments, and credits/rebates or cost-sharing anticipated throughout the term of the contract (**Forms G, H, and I**). The Offeror should address means to minimize operating costs and maximize revenues, as appropriate.

9.3 Confidentiality

Offerors shall acknowledge that responses to this RFP will become the ownership of the County and determined to be a public document(s) subject to the public disclosure requirements in accordance to North Carolina General Statutes (NCGS) once the Offeror's document(s) is opened and the Offeror is determined to be a participant in the solicitation process. In the event that a Offeror determines that their submission incorporates confidential financial information to which it believes is exempt from such disclosures or other provisions of state law (NCGS §132-1.2), then such information shall be submitted with the proposal in a separate, sealed envelope appropriately marked as **CONFIDENTIAL INFORMATION – FOR COUNTY REVIEW ONLY**. Such clearly marked information shall be treated as confidential by the County and used

only for the purpose of evaluation of the proposal or possible negotiation of a contract. The County will review the confidential information and notify the Offeror of its intent to disclose or maintain this information. The Offeror will receive written notification from the County at least seven (7) calendar days prior to allow the Offeror to take legal action to enjoin disclosure as it is deems necessary in order to protect the confidentiality of the information. The County and its assigns will review the qualifications and financial competency of the proposal and not be subject to the Offeror's confidentiality restrictions during this portion of the evaluation process.

9.4 Withdrawal of Proposal

An Offeror may withdraw their response by notifying the County in writing at any time prior to the official RFP submission date and time of **3:00 p.m. EST on November 15, 2013**. Offerors may withdraw their response in person or by an authorized representative. The Offeror or Offeror's authorized representative must disclose their identity and sign a receipt for their retrieved proposal.

9.5 Proposal Deviations

The correction of errors or omissions of relevant conditions or information occurring in advance of the proposal submission date and time shall be the responsibility of the Offeror. Once the submission time and date has expired and the Offeror's proposal has been accepted by the County, the Offeror's proposal may **not** be amended, adjusted, or modified. The Offeror is prohibited from issuing unsolicited supplementary information, clarification, or deviation to the submitted terms or conditions for consideration by the County. The County may reject an Offeror's proposal if the County believes that such attempt to modify a proposal has occurred.

9.6 Signatures and Authorization

The Offeror's response shall include the Proposal Submission Form (**Form A**) signed by an individual authorized to bind the Offeror in a contractual arrangement. This individual shall be capable of entering into negotiations with the County and executing a contract on behalf of their organization.

If the Offeror is a corporation, the response must identify the name and the state under which the corporation is incorporated and the name and the street address of the corporation. In the event that the Offeror is a corporation, the County will only accept the signature of the Chief Executive Officer (CEO) or the Chief Financial Officer (CFO) as the Offeror. The corporate seal shall be affixed and attested by the corporate secretary or an assistance secretary.

If the Offeror's response is made on behalf of a partnership, the response shall be executed in the name of the partnership and signed by a partner including the partner's title. If the Offeror is a partnership, the name and street address of the partnership, a list of partners, and the signature of at least one of the general partners shall be provided.

A transmittal letter shall additionally be submitted with the Offeror's proposal. The transmittal letter shall be retrievable without opening the sealed proposal. The transmittal letter shall include the company name, signatory's name and title, street address, electronic address, and telephone and facsimile number of the Offeror's contact person. The Offeror's contact person shall be an individual of responsible charge that can respond to requests for additional information. The

Offeror may choose, if desired, to select another individual for this purpose or designate and limit contact with the member that has the authority to bind the partnership contractually.

BACKGROUND

Yadkin County is located in central North Carolina within the Piedmont geographical region. The County encompasses approximately 385¹ square miles and has a population of 38,406.² Incorporated communities include Boonville, East Bend, Jonesville, and Yadkinville. According to the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Waste Management's (DWM) waste disposal per capita report, Yadkin County disposed of approximately 33,019 tons of material and had a waste disposal per capita rate of 0.86 in FY11³. Annual waste summaries are provided in **Exhibit 5**.

Since the mid-1990's, the Yadkin County solid waste management program evolved from owning and operating a sanitary landfill to contracting for the transfer and disposal of waste out-of-county and operating waste collection sites (convenience centers). Concurrently, the County developed a comprehensive solid waste management program that provides solid waste disposal services; recycling services; scrap tire, white goods, and electronic waste management; and yard waste debris processing and disposal. Annual recyclable material volumes are provided in **Exhibit 5**.

Although some of the incorporated communities' contract with private companies for curbside residential collection, the County does not provide or contract with private solid waste providers for residential curbside collection services. Solid waste services provided by the County's eight (8) convenience centers are available to all County residents whether they are located within incorporated or unincorporated areas of the County. The convenience centers have multiple eight (8) cubic yard dumpster boxes for waste containment and material separation.

The County currently owns a solid waste transfer station that receives waste from within the jurisdictional boundaries of Yadkin County. The transfer station, located at 1149 Landfill Road in Yadkinville, NC, operates under permit number 99-03T that is issued concurrently to the owner, Yadkin County, and current private contractor, Republic Services of North Carolina, Inc.

Yadkin County staff manages and operates the transfer station scale and scale house that consists of one (1) modular building and one (1) inbound/outbound scale, and the recyclable materials collection center. In addition, County staff oversees the operations of the convenience centers and provides solid waste and recycling materials collection services for the County's public schools and convenience centers. Private contractors process, transport, and dispose of the waste received at the transfer station to an out-of-county landfill; provide trailers and process the sorted recyclable materials; maintain and certify the scale; and repair the facilities' roadways and sites.

10.0 QUALIFICATIONS OF VENDORS

The Offeror must provide adequate information to permit the County to evaluate and determine the suitability and the adequacy of the Offeror's financial stability to provide the requested services.

¹ United States Department of Commerce; 2010 Census State & County Quick Facts.

² Ibid.

³ North Carolina Solid Waste Management Annual Report, North Carolina Solid Waste (July 2011 to June 2012) County Per Capita Report, p. 4.

The Offeror must be capable of providing collection services for twenty-six (26) Yadkin County facilities and sites; managing and operating a MSW transfer station capable of receiving approximately 30,000 tons per year of MSW; providing transportation and disposal services from the transfer station to a permitted Subtitle D landfill; and providing transportation and arrangements for the processing of approximately 1,000 tons of recyclable materials per year.

11.0 REQUESTED SERVICES AND GENERAL REQUIREMENTS

As described below, Yadkin County seeks to award one (1) contract for the following services:

- Operate, maintain, and manage the County-owned transfer station;
- Provide MSW collection services from the County's facilities and sites and transport the MSW to the County-owned transfer station (The current level of service provided by Yadkin County staff is presented in **Exhibit 4**);
- Provide recyclable materials collection services from the County facilities and sites and transport to a MRF and/or recycling vendor(s) (The current level of service provided by Yadkin County staff is presented in **Exhibit 4**);
- Transport MSW from the County-owned transfer station for disposal at a permitted Subtitle D landfill.

11.1 Transfer Station Operations

The Offeror shall provide all necessary equipment, staff, fuel, fuel storage, and related items to accept, inspect, and load MSW received at the County's transfer station located at 1149 Landfill Road in Yadkinville, NC 27055. The Offeror shall only accept materials that can be properly disposed of in a North Carolina permitted Subtitle D landfill facility. The Offeror shall maintain the right to reject unacceptable materials that cannot be properly disposed within a permitted Subtitle D landfill.

The Offeror shall promptly load all County MSW accepted at the County's transfer station. At the conclusion of each operating day, all waste shall be removed from the inside and around the transfer station facility and the facility shall be maintained in a clean and sanitary fashion. All waste receipts shall be placed and securely covered within the bed of a tractor trailer vehicle. At the conclusion of daily operations, all loaded tractor trailer vehicles shall be removed from the interior of the transfer station facility. The Offeror shall maintain and repair the County's transfer station and all components thereof including, without limitation, the driving surface, tipping floor, loading bay, push walls, facility walls, ventilation equipment, fuel containment units, loading equipment, and any and all compaction equipment. Normal wear and tear is anticipated.

The Offeror shall maintain appropriate certifications and licenses for staff providing services within the transfer station facility. All equipment shall be maintained in working order to ensure that services can be provided. All equipment licensing, inspections, and maintenance shall be the responsibility of the Offeror.

No alternate bids will be accepted for the transfer station operations.

11.1.1 County Responsibility

The County will maintain and repair the access roads and all sanitary and storm sewer connections and components, and utilities associated with the transfer station facility and surrounding grounds.

The County shall maintain the right to interview and inspect the staff, facility, equipment, and operations at any time and without prior notification of the Offeror provider. The County will apply for and maintain all governmental approvals and operating permits for the transfer station. The contract recipient will be a co-permittee as appropriate and necessary.

The County will maintain ownership and operations of the scale and scale house as well as document all inbound and outbound waste volumes. The County will weigh each collection vehicle and provide a weigh ticket upon request.

The County will be responsible for submitting all regulatory annual reports related to the transfer station operations. The Offeror shall be capable of providing supplementary waste management information upon request but no later than July 30th of each year to fulfill this regulatory obligation.

11.1.2 Ownership of the Waste

The ownership of solid waste under this contract shall vest in the Offeror once the waste has been loaded on the Offeror's vehicles.

11.2 Waste Transportation Services

The Offeror shall provide the necessary equipment minimally sized as having a forty-eight (48) foot open-top, leak resistant transfer container with an operated loaded capacity of up to twenty-two (22) tons of MSW. The Offeror shall provide the labor, fuel, materials, and supervision to transfer the containers from the County's transfer station to a permitted Subtitle D landfill facility. The Offeror shall be responsible for all truck/container connections and disconnections, cleanup upon disconnection, tarping each container prior to storage and transport, and unloading operations. The Offeror is responsible for providing an adequate number of employees, trucks, and containers to handle the anticipated daily and annual volumes of waste requiring transport (**Exhibit 5**).

The Offeror will be responsible for moving the transfer containers in and out of the transfer station building using a yard truck appropriately sized to complete this task.

No alternate bids will be accepted for the transportation services.

11.3 Waste Disposal Services

The Offeror is responsible for providing disposal services at a permitted Subtitle D landfill facility. The Offeror shall confirm and certify that such facility has the capacity to accept the daily and annual volumes throughout the term of this contract. The Offeror may identify multiple locations; however, the cost incurred by the County for providing this service shall not fluctuate.

The Offeror will be responsible for paying any tipping and handling fees, and pass through charges associated with such disposal.

A list of permitted Subtitle D landfills is provided in **Exhibit 6**. The Offeror may propose other service providers.

No alternate bids will be accepted for the disposal services.

11.4 MSW Collection Services

The Offeror shall provide MSW collection services at eight (8) convenience center locations (**Exhibit 1**), fifteen (15) Yadkin County school locations (**Exhibit 2**), and three (3) County facilities (**Exhibits 3**). The Offeror shall provide all staff and equipment to collect MSW in accordance with the requested schedule as documented on **Exhibit 4**.

Currently, all materials are segregated by material type and contained in six (6) cubic yard (CY) and eight (8) CY yard dumpster boxes that are owned and maintained by the County. The Offeror shall transport the MSW to the County-owned transfer station.

11.4.1 Alternate MSW Collection Services Proposal

The Offeror may submit an alternate proposal for providing the dumpster containers and/or compactors at each location. If larger containers are incorporated at the County sites, the Offeror may propose an alternative collection schedule. The County retains the right to reject such alternates.

The Offeror will be responsible for all related capital expenditures associated with the alternate proposal.

11.5 Recyclable Collections, Transportation, and Processing Services

The Offeror shall provide recyclable collection services at eight (8) convenience center locations (**Exhibit 1**), and twelve (12) Yadkin County school locations (**Exhibit 2**). The Offeror shall provide all staff and equipment to collect recyclable materials in accordance with the requested schedule as documented on **Exhibit 4**. The County currently collects recyclable materials from the twelve (12) school locations once per week.

The Offeror is responsible for transporting recyclables materials to a MRF and/or recycling vendor(s). The Offeror may elect to direct haul recyclable materials to a MRF and/or vendor(s). Alternatively, the Offeror may elect to collect, comingle, and/or separate the recyclable materials at the County's recyclable materials collection center located at the County's transfer station site. If the Offeror elects to utilize the County's recyclable materials collection center site, the Offeror will be responsible for maintaining the site in an orderly fashion at the conclusion of each operating day. The proposal shall identify the preferred method of managing the recyclable materials.

Currently, all materials are segregated by material type and contained in either six (6) CY or eight (8) CY yard dumpster boxes that are owned and maintained by the County.

The recyclable materials currently collected at the County's eight (8) convenience center locations include the following items:

- Paper products, including, but not limited to, junk mail, newspaper, magazines, catalogs, white and colored paper, cardboard, paperboard, and chipboard;
- Aluminum food and beverage containers;
- Steel food and beverage cans;
- All plastics (#1 through #7);
- Glass containers; and
- Aseptic containers and gable-top cartons.

The recyclable materials currently collected at the County's twelve (12) school locations include the following items:

- Cardboard; and
- Aluminum and steel food and beverage containers.

Unless approved in writing by the County, the Offeror shall not dispose of, or cause to be disposed any recyclables collected as part of this contract with the exception of residue.

A list of MRFs is provided in **Exhibit 6**. The Offeror may propose other service providers. The County shall be informed of changes in the recycling facility(ies) and/or vendor(s) utilized by the Offeror.

11.5.1 Alternate Dumpster Container Proposal

The Offeror may submit an alternate proposal for providing the dumpster containers and/or compactors at each location. If larger containers are incorporated at the County sites, the Offeror may propose an alternative collection schedule. The County retains the right to reject such alternates.

Alternatively, the Offeror may propose transitioning the collection of the sorted recyclable materials into a single-stream operation.

The Offeror will be responsible for all related capital expenditures associated with the alternate proposal.

11.5.2 Alternate Fee Schedules

The Offeror may select to propose a processing fee, a processing credit, or a combination of both. A processing fee is the amount per ton that the Offeror will charge the County for every ton delivered to the MRF and/or vendor(s). The processing credit is the amount per ton that the Offeror will pay the County for every ton delivered to the MRF and/or vendor(s).

11.5.3 County Responsibility

The County will maintain and repair the access roads up to the entrance of the transfer station area, containment structures, and surrounding grounds associated with the County's recyclable materials collection center located at the County's transfer station site.

11.6 Equipment

The Offeror shall repair and maintain its equipment in clean, sanitary, and serviceable condition.

11.7 Employees

The Offeror's employees shall wear clean and appropriate uniforms and shall conduct their work and interact with the public and the County's staff in a courteous manner.

11.8 Permits; Licenses

The Offeror shall obtain and maintain, at its expense, all necessary permits and licenses.

11.9 Emergency Service

The Offeror shall provide extra services in the event of severe weather or other natural disaster for compensation to be agreed in advance.

12.0 COMPENSATION

The County shall compensate the Offeror for the services provided and identified in this RFP.

12.1 Date of Payment

Payment for each calendar month of services hereunder will be made by the County within thirty (30) days of the date of the invoice.

12.2 Fee Adjustments

The Offeror shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the Federal and/or State government or any agencies thereof which becomes effective on or after the date of contract execution, which is payable solely by reason of the nature of the services provided by the Offeror. Such fee, surcharge, duty, tax or other charge shall be paid by the County in the form of a fee increase. The Contractor shall provide documentation of such increase to the County and an explanation of how the increase has been calculated. The Offeror's compensation shall not be increased pursuant to this paragraph until the first of the fiscal year following notification by the Offeror to the County of such increase; however, the County shall be responsible for payment of the increase during the

preceding period. The payment of the increase for the preceding months shall be made within thirty (30) days following the first of the County's next fiscal year.

12.3 Fuel Adjustment

No adjustment for the cost of fuel will be part of the Contract.

12.4 Consumer Price Index (CPI) Adjustment

The compensation payable to the Offeror hereunder shall be adjusted on July 1 of each subsequent year from the effective date of the contract, effective as of each such date, to reflect the increase or decrease in the cost of living as described in the national Consumer Price Index (CPI) published by the United States Bureau of Labor Statistics (or any successor thereto) All Urban Consumers, South Region, (CPI-U) All Items, (1982-84=100) for the period April 1 through March 31. The annual adjustment based on the CPI shall not exceed three percent (3%).

13.0 ALTERNATE PROPOSALS

Offerors may wish to provide alternate proposal(s) as identified in **Section 12.0 Requested Services and General Requirements** which deviate from the originally proposed conditions stated herein and which may benefit the County. The effect of the alternate proposal(s) on each of the requirements and conditions stated in this RFP should be clearly defined.

14.0 TERMS AND CONDITIONS

The following statements, terms, and conditions shall apply to this RFP. By submitting a response to this solicitation, the Offeror agrees to the following statements, terms, and conditions without exception.

1. Any confidential and proprietary information provided to the County by the Offeror pursuant to this RFP shall be subject to disclosure under the North Carolina Public Records laws.
2. This RFP does not constitute an offer by the County. This RFP is not a binding contract, obligation to negotiate, nor any other contractual arrangement that obligates the County.
3. By submitting a response to this RFP, the Offeror acknowledges that they have read and understand the RFP and are familiar with all Federal, State, and local laws and ordinances, and rules and regulations that may in any manner affect the cost or service performance for any resulting contract.
4. The County will not be responsible for any expenses incurred by the Offeror in the preparation or submission of a response to this RFP. Under no event shall the Offeror expect reimbursement of related expenses incurred in connection with the preparation of any response to this RFP, site visits, or other related meetings.
5. The acceptance of an Offeror's response to the RFP or consideration by the County of any proposal does not obligate the County to extend or establish a service contract with any Offeror. The County makes no promise, expressed or implied, regarding the execution of a service contract with any Offeror responding to the RFP.
6. The County reserves the right to accept or reject any and all proposals received in response to this request, in whole or in part, and to negotiate separately in a manner necessary to provide the best service and in the best interest of the County.
7. The County reserves the right to modify the RFP to achieve the receipt of adequate responses.
8. The County reserves the right to waive irregularities in any proposal.

9. The County reserves the right to solicit a subsequent RFP.
10. The Offeror's participation in this process may result in the County selecting a service provider to engage in further discussions. Such discussions do not signify a commitment by the County to execute a contract. At the discretion of the County, discussions can be terminated at any time.
11. This RFP with all attachments and the Offeror's responses may become part of the service contract as determined by the County.

14.1 Inquiries

Upon issuance of this RFP, the County or its assigns will not participate in any private discussions about the solid waste services solicitation with any entity in light that a potential Offeror could acquire unique knowledge or information from County staff, consultants, and/or officers in cooperation with their response.

The Offeror's POC for Yadkin County with respect to inquiries related to this solid waste service solicitation shall be directed to:

Gary Hayes, Director
Yadkin County
Environmental Services – Solid Waste Division
213 E. Elm Street
Yadkinville, NC 27055
Phone Number: (336) 679-4233
Fax Number: (336) 679-2083
E-mail: ghayes@yadkincountync.gov

All inquiries must be received by October 18, 2013. Replies will be issued by addenda, electronically mailed to all parties recorded by the County as having received this RFP or having attended the pre-bid site visit, and posted on the County's website (<http://www.yadkincountync.gov/Bids.aspx?CatID=17>) by October 25, 2013. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

It shall be the Offeror's responsibility to make inquiry as to the addenda issued for this RFP. All such addenda shall become part of this RFP and all Offerors shall be bound by such addenda, whether or not received by the Offerors.

The County may reject any response that does not meet the specific requirements of this RFP.

14.2 Statutory Requirements

Any County initiated or executed contract shall conform to all statutory requirements of the State of North Carolina and those of the Federal government to the extent applicable.

14.3 Occupational Safety And Health Act Compliance

The Offeror certifies that all materials, equipment, and related items necessary to perform the requested services and as contained in the proposal will meet the requirements of the Occupational Safety and Health Act (OSHA).

If the Offeror is selected as the prime contractor to provide the requested services, the Offeror shall maintain all materials, equipment and related items necessary to perform the requested services in compliance with all OSHA standards, regulations and requirements. Cost associated in maintaining or replacing items to maintain OSHA compliance shall be the responsibility of the Offeror.

14.4 No Collusion or Conflict of Interest

The Offeror shall certify that they have not received an advantage through collisional actions or activities in preparing a response to this RFP (**Form D**). The Offeror shall warrant that the response was prepared by their hand and not colluded with County agents, representatives, or other competing service providers in an effort to defraud the County. In submitting a response to this RFP, the Offeror certifies that neither it, any affiliated associates, employees, nor subcontractors have bribed, or attempted to bribe an administrator, or employee of the County as related to this RFP.

The Offeror certifies that it has not employed any person, agent, or consultant to lobby to solicit or secure information related to the award of this contract. Additionally, the Offeror has not paid or agreed to pay a commission, fee, or other contribution upon receiving a favorable contract award.

The Offeror shall identify any potential conflicts of interest related to the development of the Offeror's response or future negotiated contracts.

14.5 Subcontracting Relationships

The Offeror awarded the contract shall serve as the prime contractor and shall be solely responsible for fulfilling the contract obligations and providing satisfactory performance. The Offeror awarded the contract will be the sole contact for the County.

In the event that portions of the services provided are performed through subcontracting relationships, the Offeror will remain responsible for satisfying the obligations and providing information to such subcontractor(s). The Offeror shall identify any subcontractor(s) utilized during the performance of any services provided in the contract in their response to this RFP. The County reserves the right to accept or reject any subcontractor(s).

14.6 Assignments and Transfers

The Offeror shall not assign or transfer the proposal without the expressed written consent by the County. If during the proposal evaluation period or prior to the execution of the negotiated contract, the Offeror's company is purchased or merged with another entity, the proposal may be subject to rejection by the County. The Offeror is responsible for notifying the County in advance of any ownership transactions.

14.7 Indemnification

The Offeror agrees to indemnify, save harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorneys' fees), which it may hereafter

incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders caused in whole or in part by: (1) the Offeror's breach of any term or provision in the proposed contract; or (2) any negligent or willful act or omission of the Offeror, its employees, or subcontractors.

14.8 Disputes

All claims or disputes arising between the parties which relate to the proposed contract or breach thereof shall be resolved as follows:

- a. The parties shall first attempt to negotiate in good faith to resolve any claim or dispute.
- b. If not resolved as provided in a., above, any dispute or claim may be adjudicated in court. If an action is filed in State Court, it shall be filed in the Federal District Court for the Middle District of North Carolina.

14.9 Drug-Free Workplace

The Offeror shall certify that they and their affiliated subcontractor(s) will maintain a safe, secure, and drug-free workplace for their employees, County staff, and the public (**Form E**).

14.10 Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, religion, or natural origin.

14.11 Force Majeure

The Offeror shall be relieved of its obligations when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the Offeror renders substantially impossible its performance. During such periods, a mutually agreed reduction in charges reflecting the reduction in services shall be made. The Offeror shall make all reasonable efforts to resume service as expeditiously as possible.

15.0 INSURANCE REQUIREMENTS

Offerors must provide documentation of valid insurance policies satisfying the following minimum requirements. At all times during the term of the contract, the Offeror must obtain and maintain the required insurance coverage which shall be incorporated as part of the contract. Renewal certificates shall be sent to the County thirty (30) days prior to the expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage.

The limits of liability of all insurance required herein shall be as follows:

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$500,000
General Liability	\$2,000,000 per occurrence/\$10,000,000 aggregate
Property Damage Liability (Except Auto)	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence

The Offeror must return the Insurance Certification Form (**Form C**) with their proposal.

16.0 EVALUATION CRITERIA

Acceptable proposals will be evaluated based upon the Offeror's ability to satisfy the minimum performance requirements established in this RFP. The County reserves the right to evaluate the proposals and determine the level of responsiveness based upon the following general criteria. To satisfy the minimal level of responsiveness, the Offeror shall provide adequate details to demonstrate their ability to provide the requested services, document their experience and knowledge to execute such work, and submit a cost effective proposal. Proposals must contain information specifically related to the requested services. Failure of any Offeror to submit requested information may result in the elimination of their proposal from further consideration. Proposals will be evaluated on the following criteria. These criteria shall not be considered all inclusive.

16.1 Provided Services

Offerors shall clearly identify the solid waste services capable of being provided to the County as a prime contractor. The Offeror shall identify any and all subcontractor relations in providing such services. The proposal shall include an understanding of the staffing and equipment needs to provide the requested services at each of the requested locations and schedules.

The proposal shall submit certification documentation from potential receiving facilities (e.g., permitted Subtitle D landfill and material recovery facilities) confirming their capabilities and capacities to receive the estimated volumes of material through the initial five (5) year contract term and possible subsequent five (5) year term.

The proposal shall include information to substantiate past experience in providing similar services to other organizations within the past five (5) years.

16.2 Cost Effectiveness

Each proposal will be compared with respect to cost effectiveness and rationality in the ability to provide all of the requested services. The most effective pricing and rebate offering(s) will be evaluated to determine the best option for the County.

16.3 Acceptance of the Terms of the Contract

The County will evaluate the Offeror's acceptance and compliance with the stated terms and conditions, specifications, and certifications. A sample contract document is provided in **Appendix B**.

This page intentionally left blank.

Appendix A

Yadkin County Personnel and Operations Evaluation Report

**Solid Waste Services Request for Proposals
Yadkin County, North Carolina
September 16, 2013**

This page intentionally left blank.

Personnel and Operations Review

Solid Waste Program Evaluation Yadkin County

Prepared for:

**Yadkin County Solid Waste Department
Yadkin County, North Carolina**



July 2013

Prepared by:

NC LIC. NO. C-0828 (ENGINEERING)

SMITH+GARDNER

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577



PRINTED ON 100% RECYCLED PAPER

© 2013 Smith Gardner, Inc.

This document is intended for the sole use of the client for which it was prepared and for the purpose agreed upon by the client and Smith Gardner, Inc.

This page intentionally left blank.

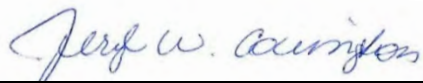
Personnel and Operations Review

Solid Waste Program Evaluation Yadkin County, North Carolina

Prepared For:

Yadkin County Solid Waste Department
Yadkin County, North Carolina

S+G Project No. Yadkin 13-1



Jeryl W. Covington, P.E.
Project Manager



Pieter K. Scheer, P.E.
Vice President, Senior Engineer

July 2013

NC LIC. NO. C-0828 (ENGINEERING)

SMITH+GARDNER

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

This page intentionally left blank.

EXECUTIVE SUMMARY

In February 2013, Yadkin County, North Carolina retained Smith Gardner, Inc., (S+G) to review the current staffing levels and operations associated with the County's various solid waste management service areas and associated private contracts. In addition, S+G completed an on-site physical review of the County's operations to evaluate the waste processing activities at the transfer station facility (a.k.a. landfill) and the waste collection sites (convenience centers). This review did not include an evaluation of the County's closed landfill units or other private contractors' property or operations. This evaluation assessed site management, optimization, potential cost savings, and immediate safety concerns.

S+G met with staff on January 30, 2013 to obtain preliminary background and budget information. On February 25, 2013, S+G interviewed staff, reviewed the County's assets and operations, including the transfer station facility and convenience centers. Subsequent to these meetings, S+G interviewed staff to understand budgets and contracts with private vendors and reviewed available documents.

Yadkin County has developed a comprehensive waste management program that provides solid waste disposal, recycling services, scrap tire, white goods, and electronic waste management, and yard waste debris processing and disposal. The County provides these services with County staff or by use of subcontractors. These services are available to residents located within both incorporated and unincorporated areas of the County.

Based on our review, S+G documents our findings related to the background information and assessment determinations and presents the following recommendations and options for consideration as follows.

Administration

- Currently, ½ full-time equivalent (FTE) director-level employee is funded and assigned to provide administrative oversight. The current organizational structure and administrative reporting relationship should be adjusted to ensure that the director has adequate back-up for administrative support, decision making, and operational assistance and to define distinct reporting relationships. As reported, the solid waste supervisor, collection services drivers, and convenience center staff report to the Environmental Services Director.
- To understand the regulatory requirements and operations, the director should complete an introductory training course on solid waste management, which includes landfill and transfer station operations and compliance. The North Carolina Chapters of the American Public Works Association (APWA) and the Solid Waste Association of North America (SWANA) offer introductory solid waste management training courses.
- To ensure regulatory compliance, the director should continue to work with contracted consultants to complete annual regulatory water quality and methane monitoring reports and documentation as well as maintain the current transfer station operating permit.

Transfer Station Facility

- The current transfer station operating permit is issued to the County and the contracted operator, Republic Services of North Carolina, LLC. As a condition of the permit, a responsible individual, trained and certified as a transfer station operator, must be present at all times of operation. Yadkin County should coordinate these permit requirements with their contractor to ensure permit compliance. Yadkin County staff should also be trained and certified through SWANA (or other qualified training organization) to satisfy the permit requirement.
- Although the on-site solid waste contractor is responsible for managing the waste processing and transfer of waste independently, due to the nature of the operations and potentially associated hazards, S+G recommends occasional contact, communications, and oversight of the processing operations to ensure contractor and customer safety.
- Presently, passenger vehicles and small waste volumes by-pass the scales and proceed to the transfer station or recycling area. The County should ensure that all inbound waste is weighed or accounted for by vehicle counts and nominal weight adjustments.
- A programming software update and staff training could assist in simplifying the scale house documentation functions. Additionally, S+G believes that the current WasteWORKS program in use for customer billing does not provide administrative operating authority to current staff.
- Due to the presence of petroleum-based products and the reported maintenance activities occurring within the maintenance building, the floor drains should be closed to reduce the potential release of products to the environment.
- Damage to the outer structure and push walls of the transfer station building was evident during the site visit. Additionally, the interior walls and circulatory fans were dust covered and possibly inoperable under the current condition. The contractor should complete the needed repairs prior to contract expiration.
- Routine scale system checks completed by a subcontractor (currently Charlotte Scales) and roadway repairs completed by a subcontractor (currently Don Adams Grading, Inc.) should continue to ensure that the operating needs of the transfer station facility can be satisfactorily met.

Convenience Centers

- Limited information is available to determine or confirm the appropriate level of service or service locations of the convenience centers. To begin this evaluation, Yadkin County should weigh the waste volume from each convenience center location; the number of collection vehicles trips to the convenience center; the weekly collection vehicles' route mileage; and the traffic counts for each convenience center. The County can additionally evaluate the proximity of each convenience center's locations to serve communities, and/or survey the customer/community to assess current conditions.
- Convenience center site attendants should receive waste screening training to ensure their understanding of prohibited and acceptable waste receipts.
- Minor repairs to some of the attendant's buildings and attached stairs and ramps are needed but have reportedly been planned and included in the department's capital improvement planning documents for FY14 and ongoing.

Collection Services

- To assess the utilization of the collections' staff, Yadkin County should document the time commitments associated with each area of the collections operations. Staff should document on a weekly basis their mileage, tasks, and services provided.
- Additional staff should be trained to operate the heavy equipment to assure adequate service coverage.
- Yadkin County should consider establishing emergency contractual arrangements with equipment vendors or collection service providers to ensure the availability of collection services.
- Yadkin County should develop an equipment replacement schedule consistent with equipment's utilization, depreciation schedule, financing terms, if any, operating hours, and maintenance requirements.

Contracted Recycling Services

- Due to the staff requirements and capital needs, the County should continue to contract for recycling processing services.
- The waste oil aboveground storage tank (AST) should be removed if its utilization is minimal. The County could coordinate with local businesses that provide this service. However, if utilization of the service is consistent, the waste oil AST should be upgraded to a double-walled unit. In maintaining an AST, the County should be aware of the regulatory requirements for inspections and other compliance issues.
- Apparent damage to some of the retaining walls that segregate the materials was evident and needs repair. Concrete blocks need to be replaced, cracks in the concrete repaired, and gravel added to the roadway.

Materials Management

- To eliminate site permitting, the land clearing and yard waste debris area should be maintained to an area less than two (2) acres in size.
- If metal reclamation activities need to occur in an uncovered area, NPDES permit coverage may need to be reinstated.

Waste Management Options

- S+G recommends that the County consider and further evaluate the cost of privatization of the collection services due to the age of the collection vehicles and the cost for maintenance or replacement. A solicitation should be developed to provide collection services for the public schools and the convenience centers. Minimally, the responses should be evaluated on the level and frequency of service, the contract term, and the associated costs and surcharges.

This page intentionally left blank.

Solid Waste Program Evaluation Yadkin County, North Carolina

Personnel and Operations Review

Table of Contents

	<u>Page</u>
1.0 OVERVIEW	1
2.0 BACKGROUND	1
3.0 CURRENT SERVICES	2
4.0 ADMINISTRATION	3
5.0 TRANSFER STATION FACILITY	4
5.1 Waste Management Operations	4
5.2 Scale House Operations	5
5.3 Staffing Levels	6
5.4 Equipment	6
5.5 Operating Permit	7
5.6 Transfer Station Contract	7
5.7 Maintenance Contracts	8
6.0 CONVENIENCE CENTERS	9
6.1 Convenience Center Operations	9
6.2 Staffing Levels	10
6.3 Infrastructure	11
7.0 COLLECTION SERVICES	11
7.1 Collections Operations	11
7.2 Staffing Levels	12
7.3 Equipment	13
8.0 CONTRACTED RECYCLING SERVICES	13
8.1 Contracts	13
8.2 Infrastructure	15
9.0 MATERIALS MANAGEMENT	15
10.0 WASTE MANAGEMENT OPTIONS	16
10.1 Option 1: Continue Public Collection Services	16
10.2 Option 2: Privatize Collection Services	18
10.3 Option 3: Privatize the Convenience Centers	19
11.0 CONCLUSIONS AND RECOMMENDATIONS	20
11.1 Administration	20
11.2 Transfer Station Facility	20
11.3 Convenience Centers	21
11.4 Collections	22
11.5 Contracted Recycling Services	22
11.6 Materials Management	22
11.7 Waste Management Options	22

TABLES

Table 1: Transfer Station Staffing Level.....	6
Table 2: Convenience Center Schedules.....	10

FIGURES

Figure 1: County Operations.....	2
Figure 2: Transfer Station	4
Figure 3: Collection Services.....	12
Figure 4: Recyclable Material Services.....	14
Figure 5: Yadkin County Collection Services	17
Figure 6: Privatized Collection Services	18
Figure 7: Privatized Convenience Centers.....	19

APPENDIX

Appendix A	Solid Waste Contracts
Appendix B	Solid Waste Facilities Location Map
Appendix C	Weight Tickets and Billing Statements

1.0 OVERVIEW

Smith Gardner Inc. (S+G) was retained by Yadkin County to complete a review of the existing personnel levels and solid waste operations of the Solid Waste Department. This review is identified as Task 2 of S+G's solid waste program evaluation proposal dated January 30, 2013.

The purpose of the personnel and operations evaluation was to assess the County's waste management operations and develop recommendations to optimize the solid waste and recycling services and operations, reduce costs, and identify safety concerns, if any.

As part of the personnel and operations evaluation, S+G completed the following tasks:

- During the month of January and February 2013, S+G met with and conducted telephone interviews with County managers and departmental staff including the County Manager, Assistant City Manager/Finance Director, Assistant to the City Manager, Environmental Services Director, Solid Waste Supervisor, and convenience center operators;
- Conducted a physical review of the transfer station facility and solid waste and recycling convenience centers on February 25, 2013;
- Reviewed staffing levels, vehicle and equipment inventories, and general operations; and
- Evaluated existing contracts held with Republic Services of North Carolina, BevCon, LLC, Charlotte Scales Co., Don Adams Grading, Metech Recycling Inc., and US Tire Recycling Partners L.P. Copies of each contract are provided in **Appendix A**.

This review utilized available budget and personnel information from fiscal years 2011-2012 (FY12) and 2012-2013 (FY13). Actual end-of-year operating statistics and expenses and currently approved operating budgets were also included. This report additionally identifies areas where information was not provided and reviews were not completed.

2.0 BACKGROUND

Yadkin County is located in central North Carolina within the Piedmont geographical region. The County encompasses approximately 385¹ square miles and has a population of 38,406² that is 82.4% rural-non-farm and 3.8% rural-farm.³ Incorporated communities include Boonville, East Bend, Jonesville, and Yadkinville. According to the North Carolina Department of Environment and Natural Resources (NCDENR), Division of Waste Management's (DWM) waste disposal per capita report, Yadkin County disposed of approximately 33,019 tons of material and had a waste disposal per capita rate of 0.86 in FY11⁴.

Since the mid-1990's, the Yadkin County solid waste management program evolved from owning and operating a sanitary landfill to contracting for the transfer and disposal of waste out-of-county and operating waste collection sites (convenience centers). Concurrently, the

¹ United States Department of Commerce; 2010 Census State & County Quick Facts.

² Ibid.

³ Yadkin County website: www.yadkinedc.com/demographics.html.

⁴ North Carolina Solid Waste (July 2011 to June 2012) County Per Capita Report, p. 4.

County developed a comprehensive solid waste management program that provides solid waste disposal services; recycling services; scrap tire, white goods, and electronic waste management; and yard waste debris processing and disposal. Although some of the incorporated communities' contract with private companies for curbside residential collection, the County does not provide or contract with others for curbside collection services for residents located in the unincorporated areas. Solid waste services provided by the convenience centers are available to all County residents whether they are located within incorporated or unincorporated areas of the County. The County assesses a residential solid waste fee of \$60 (FY13) and issues vehicle decals to identify service eligible residents. The solid waste locations are presented in **Appendix B**.

While some cost information was reviewed as part of this assessment, the Enterprise Fund Financial Evaluation Report dated March 2013 details past and current solid waste operating expenditures and revenues. The County's Solid Waste Department operates as an enterprise fund with a dedicated reserve. According to FY12 and FY13 budgets, no General Fund revenue was utilized to support the solid waste operations. Prior to the FY13 budget, the operating budget and revenue funds were subdivided into three operating divisions: Solid Waste (account number 6054710), Recycling (6054760), and White Goods (6054770). Revenue sources include: user, disposal (tipping), and franchise licensing fees; recyclable materials cost-shares; and state tax refunds.

Private residential and commercial solid waste collection services are available throughout the County. To date, the County has issued six (6) franchises to private solid waste collection companies to provide curbside collection within the unincorporated areas of the County. Through these franchise arrangements, the private company pays a one-time fee to the County. These franchise arrangements do not establish residential rates/fees for services, define the service operating areas for each company, or identify minimal level of services.

3.0 CURRENT SERVICES

The approved FY13 operating budget supports the County-wide recycling and disposal services for the community. As previously mentioned and as documented in **Figure 1**, Yadkin County staff manages and operates the transfer station scale house and recyclable materials collection center; oversees the operations of the convenience centers; and provides solid waste and recycling materials collection services for the County's public schools and convenience centers.

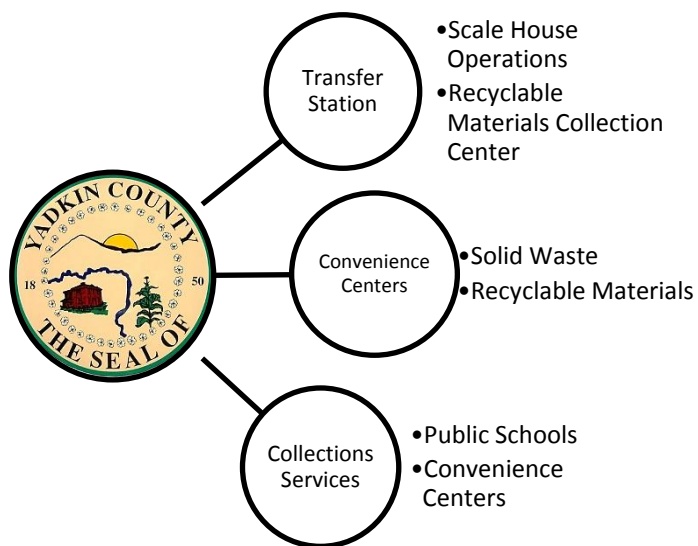


Figure 1: County Operations

Private contractors process, transport, and dispose of the waste received at the transfer station to an out-of-county landfill; provide trailers and process the sorted recyclable materials; maintain and certify the scales; and repair the facilities' roadways and sites.

4.0 ADMINISTRATION

During FY12 and FY13, the solid waste management program operations were assigned to the Inspections and Environmental Health Department. Realignment of two (2) positions resulted and, reportedly, no staffing reductions or operating changes were modified with this department merger.

The administrative positions and functions include one (1) full-time equivalent (FTE), exempt department director who is responsible for overseeing the solid waste and recycling operations, regulatory compliance, operating expenditures and revenues, staffing and personnel issues, and contract management. Due to the recent organizational changes, the department director's time is divided between the solid waste department and the inspections department. Thus, half of the position's salary and benefits are expensed to account number 6504710, line items 51010 through 51380. The director's related maintenance and associated operating expenses are included in the overall solid waste budget (account 6054710).

Although new in the position, the director serves as the department's contract administrator and is responsible for implementing actions to ensure regulatory compliance. As part of this review, staff was able to provide copies of the most recent and current water quality and methane monitoring reports. The majority of solid waste regulatory compliance records and documentation is performed by contracted consulting firms and primarily stored at the transfer station facility's scale house. S+G reviewed the available documents and confirmed that the compliance monitoring requirements appeared up to date. However, S+G identified that the Solid Waste Management Plan Three-Year Update and the transfer station operating permit renewal were not current. Subsequent to the identification of these concerns, S+G understands that the director is working with the consultants to update and complete these documents and will submit them to the regulatory agencies, as appropriate.

The current ½ FTE administrative service's position appears to satisfy the basic level of general department oversight. However, potential operating and customer concerns, contract or billing issues, limited back-up supervisory support, and/or regulatory and emergency events may overwhelm the ½ FTE administrative position. As reported, the current organizational structure aligns a majority of the employees, 10 positions, and the subcontractors to report directly to the director's position. As discussed in **Section 5.2**, one (1) supervisor's position (position number 471009), is located at the transfer station scale house. It is assumed that this position has one (1) direct report, the immediate scale house staff (position number 476004). Although the majority of the positions serve in a part-time capacity and variable work schedules at remote locations, most staff interacts with the public and/or subcontractors and use best judgment to manage the operations. Due to the existing multiple department administrative responsibilities, the current organizational structure and administrative reporting relationships should be adjusted to ensure adequate back-up administrative support and distinct reporting relationships. Additionally, since this is a new service area for the administrative position, the director should complete introductory training on solid waste management, which includes, landfill and transfer station operations and compliance. Professional organizations such as the Solid Waste Association of North America (SWANA) and the America Public Works Association (APWA) can provide this introductory training and awareness.

5.0 TRANSFER STATION FACILITY

5.1 Waste Management Operations

The Yadkin County transfer station facility (a.k.a. landfill) is centrally located within the County at 1149 Landfill Road north of Yadkinville. The transfer station building is located in the northeast portion of the approximate 55.3 acre site. The recycling areas, closed landfill units, and maintenance building are co-located at this County-owned site. Closing the sanitary landfill and developing the transfer station in the mid-1990s, the County privatized some of the solid waste management services. The transfer station's waste processing, transfer, and disposal operations are contracted to a private company; however, the County continues to operate the recycling operations, yard waste area, and scale house and billing functions.

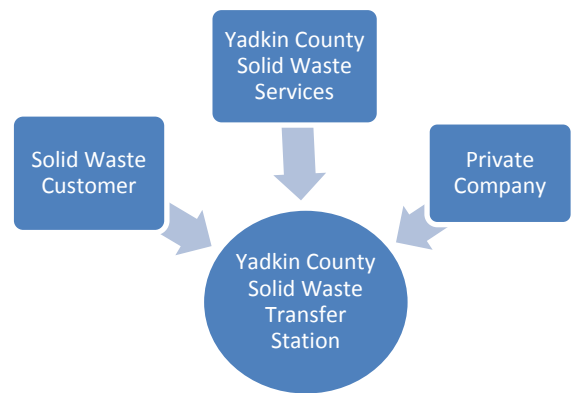


Figure 2: Transfer Station

Yadkin County's residential and commercial customers, the County's Solid Waste Department, and private solid waste haulers transport waste to the Yadkin County transfer station (**Figure 2**). Waste received at the facility in commercial vehicles is weighed prior to being directed to the tipping floor of the transfer station. Currently, passenger vehicles and small quantity waste loads by-pass the scales. Therefore, incoming small waste volumes or vehicle counts are not accounted for by the scale house weight records or in the vehicle numbers. This practice makes reconciling weight received with the weight exported and billed by the contractor unreliable.

The transfer station is a bi-level structure with tipping floor operations located on the upper level and the trailers receiving the waste loads located on the below-grade level. The waste processing and transportation contractor manages the operations on the tipping floor of the transfer station. Waste screening and loading occurs simultaneously. Once the trailers are loaded, the contractor transports the trailer to the scale house where an outgoing weight volume is documented and then deposits the loaded trailer in the trailer storage area. The contractor retrieves an empty trailer from the staging area and returns to the transfer station. Additional contracted drivers retrieve the loaded trailers from the storage area and transport them to an out-of-county the landfill (currently the Foothills Environmental Landfill in Caldwell County) where the load is weighed again for billing and documentation purposes.

During the site visit, S+G confirmed that daily waste processing and loading operations were completed by one (1) contracted staff member. According to FY12 scale house records, the contractor processed approximately 25,430 tons of waste in 1,529 trailers.

Although lower than the previously documented 2009 daily tonnage of 90 tons per day⁵, the contractor's average processing rate was approximately 83 tons per day with an average 16.4 tons per trailer. The contractor works independently throughout the day. Due to the nature of the operations and potentially associated hazards, S+G recommends occasional contact, communications, and oversight of the processing operations to ensure contractor and customer safety.

Based on the documented scale house weight tickets, S+G believes that the privately contracted waste processing and transportation services efficiently manage the daily waste volumes and the contractor reportedly coordinates activities with the Yadkin County staff effectively. Secondly, the operating areas used for the short-term storage of trailers did not appear to disrupt traffic flow or present any recognized hazards for the facility or other customers.

5.2 Scale House Operations

The Yadkin County scale house facilities consist of a scale house building and one (1) inbound/outbound scale. The scale house attendants coordinate the receiving and accounting of materials and payments for service; direct customers to the correct waste processing area; and document outbound waste and recyclable materials weight volumes and tractor trailer loads. Waste received at the scale house is screened to ensure consistency with waste disposal regulations and the contractor's conditions. As noted in **Section 5.1**, passenger vehicles and small quantity waste loads by-pass the scales and proceed to the transfer station or recycling area. The County should ensure that all inbound waste is weighed or accounted for by vehicle counts and nominal weight adjustments.

S+G requested weight tickets and billing records to understand the reconciliation process with the waste disposal contractor. S+G was only provided copies of inbound and outbound scale house weight tickets for the period of December 29, 2012 through February 1, 2013. S+G reviewed these weight records, but was unable to reconcile this information to the contractor's invoice billing statements. Copies of weight tickets and billing statements received by S+G are provided in **Appendix C**.

During the review of weigh tickets and weight records, S+G noted that staff was learning and familiarizing themselves with the scale house accounting system, WasteWORKS. During the site visit, S+G reviewed a compilation of records and WasteWORKS screens and noted that a programming update and staff training could assist in simplifying the scale house documentation functions. Additionally, it appears that the current WasteWORKS program does not provide administrative operating authority which will allow staff to modify the operating input data and display screens.

⁵ Yadkin County Board of Commissioners' Meeting Minutes, May 12, 2009.

5.3 Staffing Levels

According to contract provisions, Yadkin County is not responsible for providing staff for the transfer station processing or transportation operations. The County is responsible for staffing and maintaining the scale house operations. The transfer station and recycling facility operate for approximately 48.5 hours per week. During FY13, the staffing levels assigned for the scale house operations include the following:

Table 1: Transfer Station Staffing Level

Position (FTE)	Current Certification	Job Duties
Scale House Supervisor	Weigh Master	Scale house supervision and operations.
Scale House Attendant	Weigh Master	Scale house operations

During the week (Monday through Friday), staff will perform the required functions of managing the scales, collecting fees, and maintaining documentation. The supervisory staff member manages the customer billing statements and reconciles payment receipts. The scale house staff and the equipment operator's schedules are regularly adjusted to ensure that two (2) employees are available to work at the site on Saturday, and are able to provide scale coverage and management of the recycling area.

As a condition of the transfer station's permit to operate, a responsible individual, trained and certified, must be present at all times of operation.⁶ In addition, a waste screening program must be implemented on a continual basis to prevent the receipt of unauthorized waste from being accepted.⁷ Yadkin County should coordinate each of these permit requirements with their contractor to ensure permit compliance. Yadkin County staff should be additionally trained and certified as transfer station operators.

The current staffing and scheduling arrangements satisfy the current operating schedule needs. A minimum of two (2) staff members are reportedly available each operating day to weigh incoming waste volumes, collect fees, direct vehicles to the appropriate areas, weigh outgoing loads, and provide site oversight.

5.4 Equipment

The transfer station's operating equipment and tractor and trailers used for waste transport are owned and maintained by the private contractor. The County currently owns and operates the digital display scale and associated accounting system (WasteWORKS), a track loader, and a skid steer at the transfer station facility. Additional salvaged heavy equipment, not utilized and reportedly associated with the former landfill activities, is stored at the site. The equipment not utilized needs to be surplused.

⁶ NC DENR Permit To Operation 99-03T, April 6, 2009, Attachment 3, Part I (5).

⁷ NC DENR, Attachment 3, Part I (6).

A maintenance building is located at the transfer station site. Minor maintenance work and equipment checks are completed by staff. The secured maintenance building houses surplus materials such as lubricant, oils, degreaser, tools, and other repair supplies. During the site visit, floor drains were identified inside the maintenance building. Staff was unsure of the utilization or discharge location. Due to the presence of petroleum-based products and the reported maintenance activities occurring within the maintenance building, the floor drains should be closed to reduce the potential of release of products to the environment.

Based upon the level of current on-going operations conducted by County staff, the inventory of County equipment (currently a 2000 Bobcat and a CAT Loader) appears adequate to manage the yard waste and recycling operations conducted at the transfer station location.

5.5 Operating Permit

The transfer station facility is permitted to receive solid waste generated from within the County and neighboring counties. Waste received at the transfer station is to be transported for disposal to the Charlotte Motor Speedway Landfill (Permit No. 13-04) or any lined MSW landfill owed by Republic Services, Inc. permitted to receive waste from similar service areas.⁸ Waste is currently transported to the Republic Services of North Carolina, Inc. (Republic) Foothills Environmental Landfill (Permit No. 14-03).

The current Permit to Operate authorized April 9, 2009 was concurrently issued to the owner, Yadkin County, and the contractor, Republic Services of North Carolina, Inc. (Republic). The permit expires May 31, 2013 (NC Permit No. 99-03T). According to correspondence from DWM dated August 10, 2012, the transfer station's five-year permit renewal application was due in November 31, 2012. S+G reported this concern to the County and the permit renewal application has been subsequently submitted.

5.6 Transfer Station Contract

On May 12, 2009, the Yadkin County Board of Commissioners approved a five-year extension of the waste disposal contract with Republic. The original waste disposal contract was issued to Browning-Ferris Industries of South Atlantic, Inc. (BFI) on September 30, 1993 and had an initial contract term of 15-years with an automatic five-year renewal. The base fee for disposal was \$32.00 per ton. The contract term reportedly expires on September 30, 2013. By reference, the original terms of the contract which are currently enforced identifies the responsibility of the contracting parties as follows:

⁸ NC Permit To Operate 99-03T, Attachment 3, Part I(3), April 6, 2009.

Yadkin County:

- Furnish the transfer station site and provide utilities (2.00, 4.01).
- Construct all access driveways, sanitary, and storm/drainage sewers. Manage the disposal of leachate (4.03 and 5.12).
- Apply for and obtain all government approvals for construction and operation of the transfer station (4.03, 5.01).
- Provide, maintain, and operate the scales and staff the scale house (5.01).
- Inspect the facility and equipment (5.06).
- Indemnify the contractor (6.02).

BFI (Republic Services):

- Furnish all labor, motor vehicles, equipment and machinery necessary to construct and operate the County Transfer Station (2.00).
- Design and construct the transfer station (4.02).
- Transport all solid waste accepted at the County transfer station to the BFI Sanitary Landfill (5.03).
- Maintain and repair the County's transfer station (5.05).
- Pay all utilities used in operation of the County transfer station (5.13).
- Indemnify the County (6.01).

Republic Services of North Carolina previously acquired the transfer station contract through acquisition of some of the BFI operations and waste disposal sites. The current waste disposal rate for FY13 is \$48.03 per ton which includes the assessed North Carolina solid waste tax of \$2.00 per ton. Per contract conditions 8.02 and 8.05, the contractor may increase the disposal rate annually and impose a fuel surcharge. The annual rate increase is based on the Consumer Price Index for All Urban Consumers; but, may not increase more than 5%. The fuel surcharge schedules were not provided with the contract.

S+G reviewed the facilities and operations to assess compliance with the contract terms. Yadkin County is reportedly complying with the contract conditions. Minimally, the County is current with the invoice payments; maintaining the roadway infrastructure; operating the scales; and, renewing the operating permit. The contractor is providing labor and equipment; maintaining the tipping floor; and, transporting waste for disposal; however, portions of the transfer station building have not been maintained or repaired by the contractor. During the site visit, damage to the outer structure and push walls was evident. Additionally, the interior walls and circulatory fans were dust covered and possibly inoperable under the current condition. S+G recommends that the contractor repair the facility prior to contract expiration.

5.7 Maintenance Contracts

The transfer station maintains two (2) maintenance contracts: Charlotte Scales Co., Inc. and Don Adams Grading, Inc.

Charlotte Scales Co., Inc. checks and calibrates the truck scales on a quarterly schedule to ensure that the scales satisfy the tolerance level requirements in accordance with the NC Department of Agriculture and Consumer Services. Per the authorized contact issued July 22, 2011, the annual contract expenditures shall not exceed \$988.00. Maintenance and repair services are provided for additional fees.

Don Adams Grading, Inc. maintains and repairs the roadways at the transfer station. The contract, authorized November 5, 2012, defines the limits of service to occur between the scales and the transfer station, or approximately 1,850 ± feet. The annual contracted fee is \$7,500.00.

Due to the continuous usage, necessary periodic repairs, and the regulatory permit requirements, S+G recommends that the contract arrangements for these services should continue to ensure that the site needs can be satisfactorily met.

6.0 CONVENIENCE CENTERS

6.1 Convenience Center Operations

Yadkin County operates seven (7), staffed waste collection sites (convenience centers). Three (3) of the centers are operated on property owned by the County and four (4) sites are leased from private property owners. The annual lease rates vary for each site location with one (1) being provided at no fee; but, for in-kind services. The FY12 budget documented a total lease expenditure rate of \$3,800 although no expenditures were encumbered as documented in the end-of-year report. Similarly, the FY13 budget appropriates \$3,800 for lease property expenditures (account number 6054710, line item 55041).

The convenience centers serve as collection points for solid waste and recyclable materials within the unincorporated areas of the County. Service is open and available to all County residents who display a County-issued solid waste service decal. Customers enter the sites and pass the site attendant's station where solid waste stickers can be viewed prior to receiving service.

Every convenience center has multiple 8-cubic yard dumpster boxes for waste containment and material separation. Most containers are labeled or organized in a manner to distinguish the desired contents. The customers are encouraged to separate their recyclable materials by material type. The majority of the containers have functioning doors and lids; inoperable or damaged containers are placed away from the operating area.

Each convenience center operates on a partial and variable weekly schedule as listed in **Table 1** below.

Table 2: Convenience Center Schedules

Convenience Center Location	Operating Schedule	Operating Hours Per Week (Hours)
Site 1: 1008 Catherine Lane Jonesville	Monday, Thursday, Friday: 11:00 a.m. – 7:00 p.m. Saturday: 8:00 a.m.-2:00 p.m.	30
Site 2: 3016 Maranatha Church Road Hamptonville	Monday and Thursday: 11:00 a.m.-7:00 p.m. Saturday: 8:00 a.m.-2:00 p.m.	22
Site 3: 1810 Patterson Mill Road Yadkinville	Saturday: 8:00 a.m.-2:00 p.m.	6
Site 4: 3304 Dal Road East Bend	Monday, Thursday, Friday: 11:00 a.m. – 7:00 p.m. Saturday: 8:00 a.m.-2:00 p.m.	22
Site 5: 1209 Lone Hickory Road Yadkinville	Monday and Thursday: 11:00 a.m.-7:00 p.m. Saturday: 8:00 a.m.-2:00 p.m.	22
Site 6: 1405 Speer Bridge Road Yadkinville	Monday, Tuesday, Thursday, Friday: 11:00 a.m.-7:00 p.m. Saturday: 8:00 a.m.-2:00 p.m.	38
Site 7: 3204 Hamptonville Road Hamptonville	Saturday: 8:00 a.m.-2:00 p.m.	6

Some of the convenience centers are located near incorporated communities that contract for curbside residential collection or are located near the County's jurisdictional boundary's which potentially encourages utilization from non-County residents. Utilization and waste receipt volumes are not used to determine operating hours or facility location. As reported, two (2) of the centers, sites numbers 1 and 5, are consistently busy for waste and recyclable materials.

Limited information is available to determine whether the current number or convenience center locations are adequate to serve the current level of demand. S+G recommends that the County consider implementing any of the following techniques to determine or confirm the necessity of each convenience center location:

- Measure the weight volumes from each location;
- Evaluate the proximity of the convenience center locations to incorporated communities that provide residential collection services; and
- Conducting traffic counts or customer surveys.

By completing any of these tasks, Yadkin County may determine the appropriate levels and needs for this service.

6.2 Staffing Levels

Each convenience center is staffed with one (1) part-time employee serving as the site attendant. The attendants assist the visitors by directing them to the proper disposal location and maintaining the site cleanliness and upkeep. During FY13, seven (7) part-time equivalent (PTE) positions are budgeted to provide convenience center coverage. Reportedly, one of the PTEs is not regularly scheduled or assigned a work location, but serves as a back-up position and works on an as-needed basis.

The convenience center attendants ensure that only acceptable waste and recyclables are received and serve as the first point of contact. Attendants should receive training to ensure an understanding of prohibited and acceptable waste and recyclables.

Currently, the seven (7) convenience centers operate for approximately 146 hours per week. Due to the varied operational hours of each facility location, staff members may work multiple sites. This arrangement and coordination of staffing appears to be adequate to provide coverage for each location. Due to the limited information available regarding the volume of materials received or vehicle counts for each convenience center location, a determination of the adequacy of the number of staff satisfying current service demands could not be determined.

6.3 Infrastructure

Each of the County's convenience centers is similar in design and operation. An attendants' station is located near the entrance gate and the waste storage containers are located along the perimeter of the property. Each facility is enclosed by fencing and a security gate and the site's grounds and roadways are constructed of all-weather materials. Some sites house salvaged storage containers that are reported to be removed from the properties since they are no longer used.

Prior to the site visits conducted on February 25, 2013, each of the convenience center locations was re-graded and roadway materials were added to repair weathered areas and address drainage concerns. Routine site maintenance, building repairs, and the replacement of damaged containers have been included in the capital improvement plans.

The currently designed infrastructure and functioning of each site appears to be operationally adequate. Recent site improvements have addressed some of the site drainage and roadway issues, and customer access concerns. Minor repairs to some of the attendant's buildings, and attached stairs and ramps are needed. These repairs have reportedly been planned and are included in the department's capital improvement planning documents for FY14 and ongoing.

7.0 COLLECTION SERVICES

7.1 Collections Operations

As shown in **Figure 3** below, Yadkin County staff provides collection services for each of the seven (7) convenience centers and twelve (12) public schools and transports these materials to the transfer station facility. Solid waste is collected from each convenience center and public schools on Monday, Wednesday, and Friday and recyclable materials are collected on Thursday. The waste collection routing for the convenience centers and public schools is commingled; hence, the volume of waste collected from each facility type or location was not determined as part of this operations review.

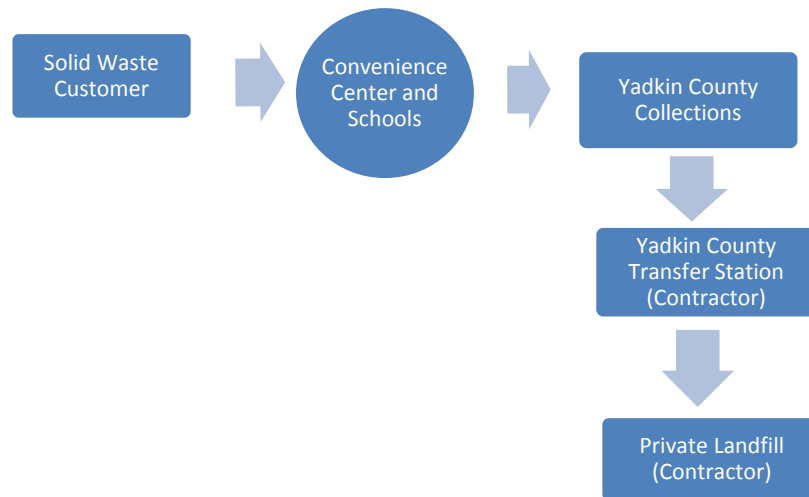


Figure 3: Collection Services

7.2 Staffing Levels

Yadkin County staffs the collection services with two (2) FTE equipment operators. No back-up or other trained staff was identified to support these services. Outside of providing the previously mentioned collection services, the equipment operators additionally maintain the collection and storage areas at the transfer station facility; complete routine maintenance and inspections for the heavy equipment; prepare and load the recyclable materials in the vendor provided tractor trailers; manage the yard waste debris area; and, provide back-up for the scale house operators.

Limited information was available to clearly define the volume of waste and recyclable materials collected at each of the service locations or the number of containers serviced on a weekly basis. Reportedly, some of the collection locations require additional services and variable levels of service are provided to the public schools. Additionally, no information was provided on the number of tractor trailer loads of recyclable materials which are loaded by the equipment operators.

To assess the utilization of the collections staff, Yadkin County should document the time commitments associated with providing service in each area of the collections operations. Staff should document on a weekly basis the number of 8-yd. boxes serviced (solid waste and recyclable material units separately); roadway mileage; equipment maintenance hours; and loading periods. This information can be used to determine utilization of staff and equipment. Additionally, the County should train back-up staff to operate the heavy equipment and to ensure adequate service coverage.

7.3 Equipment

Based on equipment depreciation listings and proposed capital expenditures, the heavy equipment inventory dedicated for the solid waste collections includes two (2) solid waste front loaders, model years 2000 and 2009, a Bobcat skid steer, and a track loader. Currently, no back-up/supplementary equipment or established contracts with equipment vendors are reportedly in place to provide access for replacement pieces.

S+G did not evaluate maintenance records, equipment operating hours, or complete equipment inspections as part of the review. Based on currently available information, the solid waste collection operations reportedly maximize the utilization of their front loaders. As reported, during the fall of FY13, the County had to subcontract with a private company for solid waste and recyclable materials collection operations due to front loader equipment failures and repairs. Currently, no in-house supplementary equipment or emergency contracts are available to provide this service during equipment downtimes or failures. Yadkin County should consider establishing emergency contractual arrangements with equipment vendors or collection service providers to ensure the availability of the collections services.

Due to the age of the heavy equipment fleet, a replacement piece has been identified as an immediate capital item need for the operation. Yadkin County should develop an equipment replacement schedule that is consistent with equipment's utilization; depreciation schedule; financing terms, if any; operating hours; and maintenance requirements. Typical governmental terms for heavy equipment range between seven (7) to ten (10) years.

8.0 CONTRACTED RECYCLING SERVICES

8.1 Contracts

Yadkin County currently contracts with private vendors to manage, process, and transport recyclable materials and to dispose of materials prohibited from landfill activities. The following three (3) vendor contracts were provided for S+G's review: BevCon, LLC, Metech Recycling, Inc., and U. S. Tire Recycling Partners, L.P. S+G is aware that additional material recyclers and waste material vendors assist the County with white goods management, waste oil and used oil filter disposal, scrap metal recycling, and yard waste debris processing; however, a review of these contracts and their related services is not provided at this time.



Figure 4: Recyclable Material Services

As depicted in **Figure 4** above, contracted service providers retrieve materials and products from the recyclable materials storage area located at the transfer station facility. Vendors provide the County with storage trailers, packing materials, and other related supplies as a contract condition. The heavy equipment operators oversee the storage areas and complete the materials loading tasks. Prior to completely filling a trailer, staff contacts the vendor for retrieval and trailer replacement.

On October 11, 2011, BevCon, LLC was authorized to provide once per week recycling collection services for the County for an annual expense of \$8,460. Collected materials include: paper, glass, plastics, and aluminum. Based on a review of operating revenue, it appears that the County receives cost share revenue from the sale of recyclable materials. The terms of this potential cost-share percentage was not documented in the provided contract. As documented, the contract term expires October 11, 2014.

Metech Recycling, Inc. (Metech) contracted with the County on April 16, 2012 to provide collection and reclamation services for the electronic waste (E-waste). According to the service provisions of the contract, provided at no cost to the County, Metech will provide tractor trailers and related packaging materials to the County for the management of the E-waste. Metech will collect the packaged materials, transport, disassemble, destroy hard drives, and recycle salvageable parts. Although the contract stated an expiration date of February 20, 2013, the County's staff has reported that contracted services continue to be enforced through an indefinite term.

Scrap tire recycling services are provided by U.S. Tire Recycling Partners L.P. (US Tire). On June 1, 2012, the County contracted with US Tire for a term of three (3) years with two (2) successive one-year authorized terms. Per the contract terms, US Tire provides the County with a storage trailer at the transfer station facility, transports, and disposes of the scrap tires at a rate of \$72.30 per ton. In addition to the per ton rate, US Tire charges a fuel surcharge for mileage above 120 miles and diesel costs equal to or above

\$2.50 per gallon. Annually in March of each year, the contractor's per ton rate may increase consistently with the Consumer Price Index for All Urban Consumers over the prior 12-month period. If the stated increase exceeds 5.8%, the County may terminate the contract. The related annual contract expenditures shall not exceed \$43,000.

Due to the staff requirements and capital needs, S+G recommends that the County continue to contract for these recycling services. Prior to contract expiration, the County should evaluate existing contracts and terms and, if favorable, coordinate authorization under similar terms. If no State contracts are available, the County should issue solicitations and seek the most appropriate services.

8.2 Infrastructure

As previously mentioned, S+G was not provided copies of each recycling vendors' contract to review. However, S+G is aware that the County receives waste oil reclamation services due to the presence of the waste oil aboveground storage tank (AST) located in the recyclable materials storage area. The AST is provided secondary containment which during the site visit was compromised by trash and recyclable materials within the containment area. The AST should be removed if the utilization of the unit is nominal as commercial automotive businesses provide waste oil and filter collection services. If usage of the service is consistent, the AST should be upgraded to a double-walled unit to ensure integrity of the contents. In addition, the County should be aware that maintaining an AST unit evokes regulatory requirements for inspections and other compliance issues.

At the time of the site visit, the storage trailers provided by the recycling vendors appeared to be sized appropriately for their contents and were in good condition. There was no apparent damage to the units.

The recycling storage area's containment walls and floors are constructed of masonry materials with all-weather roadway access. The staging of the materials is separated by masonry retaining walls. Customers are protected from the area by a gated barrier wall that appeared to be in good condition. Apparent damage to some of the retaining walls that segregate the materials was evident and needs repair.

9.0 MATERIALS MANAGEMENT

As previously mentioned, Yadkin County formerly operated a sanitary landfill but transitioned to contracted transfer station operations in the mid-1990s. The landfills were reportedly closed in accordance with the applicable regulations at that time. Subsequent to these closures, the County has subcontracted with a private consulting firm to complete the compliance monitoring for groundwater quality and landfill gas. S+G did not review the terms or conditions of these contracts but briefly reviewed the recent compliance reports that did not identify any immediate regulatory concerns. The County should continue subcontracting for compliance monitoring activities for the former closed landfill units.

The Yadkin County transfer station facility has a dedicated area for the management of land clearing and yard waste debris and metals recovery. Located adjacent to the E-waste collections site, the land clearing and yard waste debris area appears to be less than approximately two (2) acres. Reportedly, materials received at this location are processed and provided to the community. No processing volume or contracts related to this operation were provided for review. To eliminate site permitting of this area, the land clearing and yard waste debris site should be maintained to an area less than two (2) acres in size.

The metal reclamation area reportedly operates next to the land clearing and yard waste debris processing site. At the time of the site visit, no materials were present. Reportedly, the metal reclamation activity formerly occurred under roof where the current E-waste and white goods are staged. The metal reclamation activities formerly required NPDES storm water permit coverage that was rescinded since the product exposure was eliminated. If the County proposes to continue the metal reclamation activities in an uncovered area and create an exposure, permit coverage may need to be reinstated.

10.0 WASTE MANAGEMENT OPTIONS

S+G reviewed the current level of services provided by the County, and the related staffing and equipment needs. The Enterprise Fund Financial Evaluation Report, issued under a separate cover, estimated the County's costs per ton for providing solid waste and recycling services for the community and that information should be considered in conjunction with the following.

As listed below, S+G has identified three (3) potential solid waste service options for consideration. These options highlight the service considerations and actions that will require further evaluation to determine the best alternative respective of cost and level of service. S+G did not consider options that would require capital expenditures in excess of \$1.0 M to implement or that eliminated checks and balances to the existing operations or functions (e.g., operating the transfer station and maintaining the infrastructure or contracting the scale house operations). S+G did include options that can be considered, further evaluated, and implemented within approximately one (1) year or less. As part of the waste management options identification, S+G did not solicit information regarding availability and access, or associated costs from potential services providers. Obtaining this information or estimates for privately contracted services was beyond the scope of this project.

10.1 Option 1: Continue Public Collection Services

The County currently provides solid waste and recyclable materials collection for the public schools, and the convenience centers as shown in **Figure 5** below. The Department receives revenues, reportedly \$5,000 per month, from the public school system for providing this service.

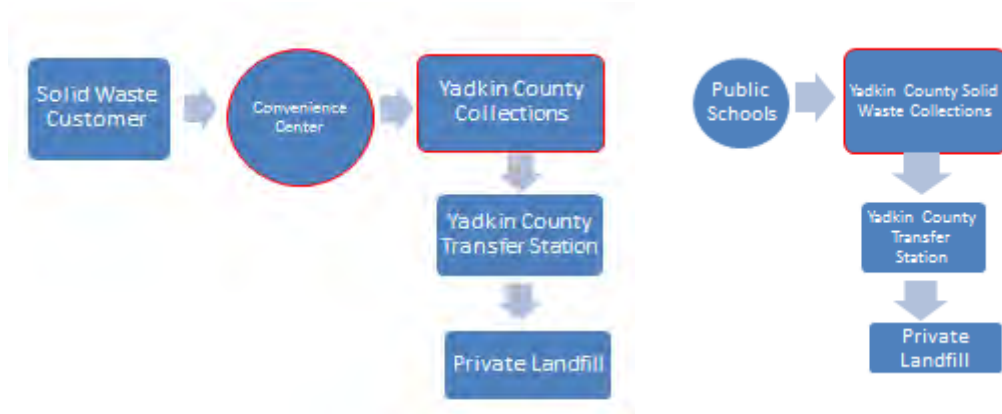


Figure 5: Yadkin County Collection Services

General advantages and disadvantages of **Option 1** are as follows:

Advantages	Disadvantages
<ul style="list-style-type: none"> • Regular and repeated services provided at currently budgeted expense. • Regular and on-call services provided to the public schools. • Revenues generated. • Equipment currently owned by the County. • Trained staff. • Staff performs multiple services for the department. 	<ul style="list-style-type: none"> • On-going capital expenditures related to equipment replacement. • Loss of revenue. • Daily operating expenses. • No back-up equipment. • No back-up staff. • No staff available to load recyclable material trailers. • No staff available to maintain recyclable storage areas.

10.2 Option 2: Privatize Collection Services

Yadkin County can solicit contracts from private waste management companies to provide the collection services currently performed by the County's staff. As shown in **Figure 6**, the contracted vendor can provide collections service for the public schools and convenience centers and transport these materials to the County's transfer station.



Figure 6: Privatized Collection Services

General advantages and disadvantages of **Option 2** are as follows:

Advantages	Disadvantages
<ul style="list-style-type: none">• Contract management responsibilities only.• No capital expenses related to equipment replacement.• Annual contracted expenses known.• No equipment maintenance cost.	<ul style="list-style-type: none">• Placement of existing County staff (2 FTEs).• Additional services = additional costs.• Staff not available to load recyclable materials trailers or perform other duties.• Contract price increases.• Fuel surcharge fluctuation.• No Saturday transfer station scale house coverage.

10.3 Option 3: Privatize the Convenience Centers

Yadkin County has developed a comprehensive solid waste program that provides solid waste and recycling services for residents at seven (7) convenience centers. As shown in **Figure 7**, a contracted vendor can maintain site infrastructure and upkeep and provide customer service.



Figure 7: Privatized Convenience Centers

General advantages and disadvantages of **Option 3** are as follows:

Advantages	Disadvantages
<ul style="list-style-type: none">• Contract management responsibilities only.• No capital expenses related to infrastructure replacement.• Annual contracted expense.• Contracted customer service.	<ul style="list-style-type: none">• Placement of existing County staff (7 PTEs).• Additional services = additional costs.• Subject to contract price increases.• Contracted customer service.

Of the previously listed options, S+G recommends that the County consider and further evaluate **Options 2** (Privatize Collection Services) as a potential alternative to currently provided solid waste services. A solicitation should be developed to provide collection services for the public schools and the convenience centers. Minimally, the responses should be evaluated on the level and frequency of service, the contract term, and the associated costs and surcharges; and, contrasted to the stated disadvantages listed above.

11.0 CONCLUSIONS AND RECOMMENDATIONS

S+G completed a review of the personnel levels and operations as part of the solid waste program evaluation. This review was divided into the following sections as follows:

- Administration;
- Transfer Station;
- Convenience Centers;
- Collection Services;
- Contracted Recycling Services;
- Materials Management; and
- Waste Management Options.

Similar to other communities, Yadkin County utilizes private contracts to manage portions of the overall waste management program that incur large capital investments, or require additional staff with technical skills and knowledge (e.g., landfill disposal, recyclable materials processing, and regulatory compliance).

Based on our review of current operations, site visits, and documentation, our recommendations are as follows.

11.1 Administration

- Currently, ½ full-time equivalent (FTE) director-level employee is funded and assigned to provide administrative oversight. The current organizational structure and administrative reporting relationship should be adjusted to ensure that the director has adequate back-up for administrative support, decision making, and operational assistance and to define distinct reporting relationships. As reported, the solid waste supervisor, collection services drivers, and convenience center staff report to the Environmental Services Director.
- To understand the regulatory requirements and operations, the director should complete an introductory training course on solid waste management, which includes landfill and transfer station operations and compliance. The North Carolina Chapters of the American Public Works Association (APWA) and the Solid Waste Association of North America (SWANA) offer introductory solid waste management training courses.
- To ensure regulatory compliance, the director should continue to work with contracted consultants to complete annual regulatory water quality and methane monitoring reports and documentation as well as maintain the current transfer station operating permit.

11.2 Transfer Station Facility

- The current transfer station operating permit is issued to the County and the contracted operator, Republic Services of North Carolina, LLC. As a condition of the permit, a responsible individual, trained and certified as a transfer station

operator, must be present at all times of operation. Yadkin County should coordinate these permit requirements with their contractor to ensure permit compliance. Yadkin County staff should also be trained and certified through SWANA (or other qualified training organization) to satisfy the permit requirement.

- Although the on-site solid waste contractor is responsible for managing the waste processing and transfer of waste independently, due to the nature of the operations and potentially associated hazards, S+G recommends occasional contact, communications, and oversight of the processing operations to ensure contractor and customer safety.
- Presently, passenger vehicles and small waste volumes by-pass the scales and proceed to the transfer station or recycling area. The County should ensure that all inbound waste is weighed or accounted for by vehicle counts and nominal weight adjustments.
- A programming software update and staff training could assist in simplifying the scale house documentation functions. Additionally, S+G believes that the current WasteWORKS program in use for customer billing does not provide administrative operating authority to current staff.
- Due to the presence of petroleum-based products and the reported maintenance activities occurring within the maintenance building, the floor drains should be closed to reduce the potential release of products to the environment.
- Damage to the outer structure and push walls of the transfer station building was evident during the site visit. Additionally, the interior walls and circulatory fans were dust covered and possibly inoperable under the current condition. The contractor should complete the needed repairs prior to contract expiration.
- Routine scale system checks completed by a subcontractor (currently Charlotte Scales) and roadway repairs completed by a subcontractor (currently Don Adams Grading, Inc.) should continue to ensure that the operating needs of the transfer station facility can be satisfactorily met.

11.3 Convenience Centers

- Limited information is available to determine or confirm the appropriate level of service or service locations of the convenience centers. To begin this evaluation, Yadkin County should weigh the waste volume from each convenience center location; the number of collection vehicles trips to the convenience center; the weekly collection vehicles' route mileage; and the traffic counts for each convenience center. The County can additionally evaluate the proximity of each convenience center's locations to serve communities, and/or survey the customer/community to assess current conditions.
- Convenience center site attendants should receive waste screening training to ensure their understanding of prohibited and acceptable waste receipts.
- Minor repairs to some of the attendant's buildings and attached stairs and ramps are needed but have reportedly been planned and included in the department's capital improvement planning documents for FY14 and ongoing.

11.4 Collections

- To assess the utilization of the collections' staff, Yadkin County should document the time commitments associated with each area of the collections operations. Staff should document on a weekly basis their mileage, tasks, and services provided.
- Additional staff should be trained to operate the heavy equipment to assure adequate service coverage.
- Yadkin County should consider establishing emergency contractual arrangements with equipment vendors or collection service providers to ensure the availability of collection services.
- Yadkin County should develop an equipment replacement schedule consistent with equipment's utilization, depreciation schedule, financing terms, if any, operating hours, and maintenance requirements.

11.5 Contracted Recycling Services

- Due to the staff requirements and capital needs, the County should continue to contract for recycling processing services.
- The waste oil aboveground storage tank (AST) should be removed if its utilization is minimal. The County could coordinate with local businesses that provide this service. However, if utilization of the service is consistent, the waste oil AST should be upgraded to a double-walled unit. In maintaining an AST, the County should be aware of the regulatory requirements for inspections and other compliance issues.
- Apparent damage to some of the retaining walls that segregate the materials was evident and needs repair. Concrete blocks need to be replaced, cracks in the concrete repaired, and gravel added to the roadway.

11.6 Materials Management

- To eliminate site permitting, the land clearing and yard waste debris area should be maintained to an area less than two (2) acres in size.
- If metal reclamation activities need to occur in an uncovered area, NPDES permit coverage may need to be reinstated.

11.7 Waste Management Options

- S+G recommends that the County consider and further evaluate the cost of privatization of the collection services due to the age of the collection vehicles and the cost for maintenance or replacement. A solicitation should be developed to provide collection services for the public schools and the convenience centers. Minimally, the responses should be evaluated on the level and frequency of service, the contract term, and the associated costs and surcharges.

Appendix A

Solid Waste Contracts

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

Republic Services of North Carolina, Inc. Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

AGREEMENT

THIS AGREEMENT is made and entered into this the 30th day of SEPTEMBER, 1993, by and between the COUNTY OF YADKIN, NORTH CAROLINA (hereinafter called "County") and BROWNING-FERRIS INDUSTRIES OF SOUTH ATLANTIC, INC., a North Carolina corporation, (hereinafter called "BFI").

WHEREAS, the County desires BFI to construct on County owned real property in Yadkin County, North Carolina and operate a solid waste transfer station and to transport all of the solid waste delivered to the solid waste transfer station to BFI's CMS Development Corp. Sanitary Landfill for disposal, and BFI desires to provide such services for the County all in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the following mutual agreements and covenants, the County and BFI, each intending to be legally bound, agree as follows:

1.00 DEFINITIONS

- 1.01 Base Fee - The amount set forth in Section 8.00 hereof, as adjusted, charged by BFI for the performance of services hereunder.
- 1.02 BFI Sanitary Landfill - BFI's CMS Development Corp. Sanitary Landfill located in Concord, North Carolina or any other Solid Waste disposal facility operated by any BFI affiliate which is duly licensed and permitted by all governmental agencies having jurisdiction. BFI may also utilize any other permitted and licensed disposal facility not owned or operated by BFI or any affiliate in the event of the occurrence of any event of force majeure.
- 1.03 Construction Commencement Date - Any date within thirty (30) days following the date on which all of the Governmental Approvals relating to the construction and operation of the County Transfer Station become final and non-appealable.
- 1.04 County - The County of Yadkin, North Carolina and/or its governing body, the Yadkin County Commission, as the context may require.
- 1.05 County Solid Waste - Any Solid Waste generated within the County.

- 1.06 County Transfer Station - The Solid Waste transfer station to be constructed and operated on the Site in accordance with the terms and provisions of this Agreement.
- 1.07 Excusable Delays - Any and all delays caused, directly or indirectly, in whole in part, by the County or by fire, earthquake, inclement weather, acts of God, strikes, governmental regulation of the sales of materials or supplies or the transportation thereof, inability to obtain any governmental approvals, permits or consents, changes in laws, rules or regulations (including, but not limited to changes in interpretation), and any other delays caused, directly or indirectly, in whole or in part, by matters, conditions or states of fact beyond the reasonable control of BFI or the County as applicable to their respective duties and obligations hereunder.
- 1.08 Governmental Approvals - All permits, licenses and approvals required for (a) the construction and operation of the County Transfer Station, and (b) the operation of the BFI Sanitary Landfill.
- 1.09 Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or by the State of North Carolina to be "hazardous" as that term is defined by or pursuant to federal or state law.
- 1.10 Service Commencement Date - The date on which the construction of the County Transfer Station is substantially complete.
- 1.11 Site - The parcel of real property located in Yadkin County, North Carolina owned by the County, as more particularly described and set forth on Exhibit A, attached hereto and incorporated herein by reference.
- 1.12 Solid Waste - Any garbage, trash, rubbish, yard waste and other solid waste but excluding (a) any Hazardous Waste, (b) any Special Waste, and (c) any material not allowed under any of the Governmental Approvals.
- 1.13 Special Waste - Any non-hazardous waste which requires special processing, handling or disposal techniques which are different from the techniques normally utilized for handling or disposal or contains an added element of expense to transfer, transport or dispose of as determined by BFI or requires approval from any regulatory agency. Examples of such Special Waste types may include, but are not limited to: white goods, tires,

mining wastes, fly ash, bottom ash, sludges, drilling fluids and drill cuttings, asbestos, liquid wastes, infectious wastes, and residue, debris or contaminated soil and water from the cleanup of a spill.

1.14 Ton - 2,000 pounds.

2.00 SCOPE OF SERVICES

The County shall furnish the Site for use as the County Transfer Station and access thereto and provide certain utilities to the Site as hereinafter provided. BFI shall furnish all labor, motor vehicles, equipment and machinery necessary to construct and operate the County Transfer Station and to provide such transportation and disposal services all in accordance with and subject to the terms and conditions of this Agreement. The obligations of BFI hereunder are expressly contingent upon the County obtaining and maintaining all final and non-appealable Governmental Approvals with respect to the construction and operation of the County Transfer Station.

3.00 SOLID WASTE PLAN

Any and all solid waste plans developed and maintained by the County pursuant to any applicable law or regulation shall reflect and be consistent with the terms and provisions of this Agreement.

4.00 CONSTRUCTION OF COUNTY TRANSFER STATION

4.01 Site. The County will, at its expense, provide the Site or, if applicable, any alternative site approved by BFI, for use as the County Transfer Station at no charge or cost to BFI. The use of any Site shall be subject to necessary environmental audit(s) conducted with respect to the Site with results thereof being satisfactory to BFI. The County will be responsible for the payment of any and all real property taxes and assessments with respect to the Site.

4.02 Design - BFI will, at its expense, design the County Transfer Station to receive and transfer Solid Waste via loose-loading process into open top collection trailers. The design will include at a minimum the items and materials included in the preliminary plans and specifications prepared by BFI, a copy of which is attached as Exhibit B hereto and incorporated herein by reference. The County Transfer Station will be designed in a manner consistent with all applicable laws and regulations relating to the design and construction of a Solid Waste transfer station. Final plans shall be

developed from such preliminary plans and specifications and prepared by BFI and shall be subject to the County's approval which approval shall not be unreasonably withheld or delayed. Any change in design or materials desired by the County over and above such preliminary plans and specifications which results in an increase in construction costs to be incurred by BFI is subject to approval by BFI and an agreed upon adjustment to the Base Fee as a result of such increase in costs.

- 4.03 Construction - The County will, at its expense apply for and obtain all Governmental Approvals with respect to the construction of the County Transfer Station as expeditiously after the date hereof as is reasonably possible. The County will, at its expense, construct all access driveways, sanitary sewers, storm/drainage sewers, water, electricity, telephone and all other necessary utilities to the Site and storm drainage diversion ditches on the Site. The County will complete its work in a good, workmanlike and lawful manner subject to Excusable Delays. BFI will, at its expense, commence Site preparation work and construction of the County Transfer Station (including the traffic area, and sanitary sewers and leachate storage tanks or retention pond, if applicable, on the Site) on the Construction Commencement Date in accordance with such design and will complete its work on the County Transfer Station in a good, workmanlike and lawful manner subject to Excusable Delays. BFI shall also have the right at no charge or cost to connect to the existing portable well at the County's landfill if desired by BFI.

5.00 TRANSFER STATION, TRANSPORTATION AND DISPOSAL SERVICES

- 5.01 Operations - The County shall obtain and maintain in effect throughout the term of this Agreement all Governmental Approvals with respect to the operation of the County Transfer Station. The County will provide, maintain and operate the scales and staff the scale house at the County Transfer Station. Except for such scales, BFI shall have complete control and direction over all of the operations and practices with respect to the County Transfer Station subject, however, to the supervision of federal and state agencies having jurisdiction thereover. This Agreement is for the performance of specific services described herein. Under no circumstance or condition shall the operation of the BFI Sanitary Landfill by BFI for the disposal of County Solid Waste in accordance with this Agreement be deemed a public function, nor shall the County or any other person or entity acquire any interest, ownership or otherwise, in any of the motor vehicles utilized hereunder or any of

the real or personal property or improvements or fixtures at the BFI Sanitary Landfill by virtue of this Agreement.

- 5.02 Acceptance/Loading of Solid Waste - From and after the Service Commencement Date, the County will accept all County Solid Waste delivered to the County Transfer Station. BFI shall have the right to reject any materials not constituting Solid Waste which may have been allowed entrance into the County Transfer Station by the County. BFI will promptly load all County Solid Waste accepted at the County Transfer Station onto BFI's collection vehicles for transportation to the BFI Sanitary Landfill. The County will weigh each collection vehicle containing County Solid Waste and provide to BFI a weight ticket (and maintain a copy of the weight ticket for the County's records) evidencing the identity of the hauler and weight of the load of County Solid Waste accepted at the County Transfer Station for transfer and transportation to the BFI Sanitary Landfill for disposal.
- 5.03 Transportation of Solid Waste - From and after the Service Commencement Date, BFI shall transport all Solid Waste accepted at the County Transfer Station from the County Transfer Station to the BFI Sanitary Landfill for disposal. BFI will use its best reasonable business efforts to observe all applicable motor vehicle maximum weight limitation laws or regulations.
- 5.04 Hours of Operation - The County Transfer Station (including the scale house manned by the County) will be open for operation Monday through Friday from ____ a.m. to ____ p.m. and Saturday from ____ a.m. to ____ p.m. except for holidays observed by BFI as provided in Section 5.08 hereof.
- 5.05 Maintenance and Repair - Except as hereinafter provided in this Section 5.05, BFI shall, at its expense, maintain and repair the County Transfer Station and all components thereof including, without limitation, the driving surfaces, loading equipment and any and all compaction equipment in good working order and condition, ordinary wear and tear excepted. The County shall, at its expense, maintain and repair the access road and all sanitary sewers and utilities to the County Transfer Station and the storm drainage diversion ditches and the scales and scale house at the County Transfer Station in good working order and condition, ordinary wear and tear excepted.
- 5.06 Inspection - The County may, on a reasonable basis as the County deems necessary, make inspections of the County Transfer Station, the motor vehicles utilized by

BFI for transportation of County Solid Waste hereunder and the BFI Sanitary Landfill during normal business hours, however, such inspections shall be made only by authorized employees or authorized agents of the County after reasonable advance notice to BFI and in the presence of designated representatives of BFI. Such inspections shall not interfere with BFI's performance of any of its services hereunder or any of its operations at the County Transfer Station or the BFI Sanitary Landfill.

5.07 Compliance with Laws and Permits - BFI shall conduct operations with respect to the services performed by BFI hereunder in accordance with all applicable federal and state laws, rules and regulations, and the terms and conditions of the Governmental Approvals issued for the operation of the County Transfer Station and the BFI Sanitary Landfill.

5.08 Holidays - The following shall be holidays for purposes of this Agreement:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

BFI may decide to observe any or all of the above mentioned holidays by suspension of services at the County Transfer Station and/or BFI Sanitary Landfill on the holiday.

5.09 Title - Title to County Solid Waste shall pass to BFI when accepted by BFI at the County Transfer Station for transportation to the BFI Sanitary Landfill.

5.10 Non-Exclusive Use of BFI Sanitary Landfill - The use of the BFI Sanitary Landfill by the County and any other user shall be non-exclusive and, in addition to the disposal of Solid Waste pursuant to this Agreement, BFI shall have the absolute and unrestricted right to accept for disposal any other waste materials brought to the BFI Sanitary Landfill by any other municipality or other governmental body, company, person or entity for disposal, and BFI shall also have the absolute and unrestricted right to establish from time to time all fees, deductions, discounts, credits and allowances, and charge and retain such fees, for disposal of any such waste material (other than the fee for County Solid Waste which fee is established pursuant to this Agreement) brought to the BFI Sanitary Landfill by others.

- 5.11 Exclusive Use of County Transfer Station - Throughout the initial and any renewal term of this Agreement, the County will use all reasonable efforts in good faith to cause delivery to the County Transfer Station of all County Solid Waste from and after the Service Commencement Date. BFI acknowledges that if the County Transfer Station was in operation as of the date of this Agreement, the efforts of the County delivering all Solid Waste collected under its current collection system to the County Transfer Station rather than to the Yadkin County Landfill would be satisfactory under the circumstances existing as of the date of this Agreement to satisfy this requirement, and that no default would exist as of the date of this Agreement. The County agrees that it shall not engage in any action which may cause the delivery of any Solid Waste for disposal from and after the Service Commencement Date to any facility other than the County Transfer Station; such action would include, but not be limited to, adopting ordinances or regulations or entering into contracts which would allow Solid Waste to be delivered to any other facilities or setting its tip fees at the County Transfer Station to noncompetitive levels. The County will use the County Transfer Station for disposal of all Solid Waste collected by the County during the term and any renewal term of this Agreement.* The County will also cause any and all private contractors engaged by the County and/or franchised by the County for the collection of Solid Waste generated within the County to use the County Transfer Station for disposal of all Solid Waste collected by such private contractor during the term and any and all renewal terms of this Agreement. The County will also allow and encourage the use of the County Transfer Station by any municipality located within the County, and by any other public or private user located within the County with respect to any Solid Waste.
- 5.12 Leachate Collection/Disposal - Leachate resulting from the operation of the County Transfer Station shall be disposed of through the septic system/septic field at the County Transfer Station as long as such manner of disposal is allowed by applicable law and approved by the County; provided, however, if such manner of disposal is ever not allowed or approved, then the County will be responsible for pumping and collecting all stored leachate from storage tanks/pond at the County Transfer Station and hauling such leachate to any waste water treatment plant or other approved facility for treatment and disposal at the County's expense.
- 5.13 Utilities - BFI will pay all billings for the utilities used by BFI (including without limitation, telephone and

electric bills) in the operation of the County Transfer Station during the term of this Agreement. The County will pay for the utilities used by the County (including, without limitation, telephone and electric bills) with respect to the scales/scale house at the County Transfer Station.

6.00 INDEMNITY

6.01 Indemnity by BFI - BFI will indemnify and save harmless the County from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent resulting from any negligent act or omission of BFI, its employees or agents in the performance of services under this Agreement; provided, however, that BFI shall not be obligated to indemnify the County from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent arising out of any negligent act or omission of the County, or any of its officers, agents, servants, employees or contractors.

6.02 Indemnity by County - County will indemnify and save harmless BFI from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorneys' fees to the extent resulting from any negligent act or omission of the County, its employees or agents; provided, however, that the County shall not be obligated to indemnify BFI from and against any suits, actions, legal proceedings, claims, demands, damages, costs, expenses or attorneys' fees to the extent arising out of any negligent act or omission of BFI, its officers, agents, servants, employees or subcontractors.

7.00 TERM/TERMINATION

7.01 Term - This Agreement is for an initial term beginning on the date of execution of this Agreement and shall remain in full force and effect until the expiration of the fifteen (15) year period from and after the Service Commencement Date. This Agreement shall automatically renew upon the same terms and conditions then in effect for (1) one (5) five year renewal term unless the County or BFI shall give written notice of termination (such termination to be effective upon the expiration of the fifteen (15) year initial term) to the other party at least sixty (60) days prior to the expiration of the initial term of this Agreement.

7.02 Termination for Default - Except as otherwise provided

herein, if either party breaches any of the material provisions of this Agreement and fails to cure such breach within a period of thirty (30) days after receiving written notice setting forth a detailed description of such breach from the other party, unless a longer period of time is required to cure such breach and the party breaching shall have failed to commence to cure such breach within said thirty (30) day period and pursue diligently to completion thereof, then the other party may terminate this Agreement; provided, however that the notice and cure provisions of this Section 7.02 shall not apply to any breach by the County of its payment obligations under Section 8.00 hereof and, therefore, in event of any breach by the County of any such payment obligation, BFI shall have the right to terminate this Agreement without giving the County any notice of breach or opportunity to cure.

- 7.03 Termination Due to Change in Disposal Site. In the event that at any time during the five (5) year renewal term BFI's CMS Development Corp. Sanitary Landfill is no longer available to accept County Solid Waste hereunder and the parties are unable to reach an agreement relating to the amount of an increase in the Base Fee for the transportation and disposal of County Solid Waste at Sampson County Disposal, Inc.'s sanitary landfill located in Sampson County, North Carolina, then either party shall have the right to terminate this Agreement without any further liability or obligation hereunder. In the event of termination by either party pursuant to this Section 7.03, then the County shall not be obligated to reimburse BFI for any design or construction costs pursuant to Section 7.04 hereof and BFI shall have the right to remove such non-permanent improvements, fixtures and personal property from the County Transfer Station pursuant to the terms and provisions of Section 7.04.
- 7.04 Reimbursement of Design and Construction Costs - In the event that this Agreement is terminated by the County pursuant to Sections 7.01 or 7.02 or by BFI pursuant to Sections 5.11 or 7.02 hereof prior to the date of expiration of the twenty (20) year period from and after the Service Commencement Date, then the County will reimburse BFI for BFI's undepreciated basis of its design and construction costs of the County Transfer Station (being an amount equal to the total design and construction costs less depreciation) calculated on a twenty (20) year straight line depreciation method commencing on the Service Commencement Date. In the event this Agreement is terminated or is no longer in effect for any reason prior to the Service Commencement Date, then the County will reimburse BFI for the total amount of the design and construction costs of the County

Transfer Station incurred by BFI. Such reimbursement shall be payable by the County to BFI within thirty (30) days after BFI's request. In the event that this Agreement remains in effect with BFI providing all of the services hereunder for twenty (20) consecutive years from and after the Service Commencement Date, then the County shall not have any obligation to reimburse BFI for any design or construction costs with respect to the County Transfer Station, and such improvements made by BFI (exclusive of any non-permanent improvements, fixtures or personal property that BFI desires to remove) shall become the property of the County upon the expiration of such twenty (20) year period. County Transfer Station design and costs must be preapproved by the Board of County Commissioners pursuant to the terms and provisions of Section 4.02.

8.00 BASIS AND METHOD OF PAYMENT/ADJUSTMENTS

- 8.01 Base Fee - For all services rendered by BFI hereunder, BFI will charge the County and the County will pay to BFI the sum of Thirty Two and 00/100 Dollars (\$32.00), as adjusted in accordance with the terms and provisions of Section 8.00 hereof, for each Ton of Solid Waste accepted at the County Transfer Station.
- 8.02 CPI - The Base Fee set forth in Section 8.01 above, as adjusted, shall be increased upon the commencement of the sixth (6th) year after the date hereof and upon the commencement of each subsequent year thereafter by a percentage equal to the percentage increase (not to exceed five percent (5%)) in the Consumer Price Index for All Urban Consumers (All Items -U.S. City Average) as published by the U.S. Department of Labor, Bureau of Labor Statistics, ("CPI"). The Base Fee charged during such fifth year and each subsequent year thereafter shall be an amount equal to the Base Fee being charged upon the expiration of the immediately preceding year increased by the percentage increase (not to exceed five percent (5%)) in the CPI during the twelve (12) month period ending on the last day of the third full calendar month immediately preceding the commencement of such sixth (6th) year or subsequent year thereafter, as the case may be.
- 8.03 Taxes, Etc. - In addition to the Base Fee, as adjusted, BFI shall have the right to charge an additional amount to reflect any tax, fee, levy, charge, surcharge and host fee imposed upon BFI by any governmental or regulatory authority, agency or body on or with respect to any services performed hereunder. The County agrees that it will not enact, sponsor or support any resolution, ordinance or other legislation imposing any tax, fee,

levy, charge, surcharge or host fee on or with respect to the Solid Waste accepted at the County Transfer Station or any services performed hereunder or any such legislation requiring more stringent operations than required hereunder which would increase BFI's operational expense.

- 8.04 Regulatory and Other Changes - Except for adjustments pursuant to Section 8.04(a) which may be made at any time, BFI may increase the Base Fee, as adjusted, at any time after the expiration of the first year of the initial term to cover increases in costs arising or resulting from (a) the adoption of or change in any applicable federal, state or local law, rule, regulation, ordinance, regulatory requirement or guideline, (b) any order, judgment, or directive of any court or governmental body or agency (except for any order, judgment or directive to the extent resulting from any willful or negligent act or omission of BFI), (c) issuance, change or modification of any permit, license or approval regarding transportation of Solid Waste or regarding the design, construction, use, operation, closure or post-closure of the County Transfer Station or BFI Sanitary Landfill, (d) temporary use of any disposal facility not owned or operated by BFI or an affiliate of BFI during cessation of operations at any BFI Sanitary Landfill or (f) any other condition, circumstance or event beyond BFI's reasonable control.
- 8.05 Fuel Costs - After one year the County agrees to negotiate fuel costs increases with BFI, where justified.
- 8.06 County Billings to Users - The County will be responsible for billing all users of the County Transfer Station for the disposal of County Solid Waste and for collecting the amounts due under such billings from such users.
- 8.07 BFI Billings to County - BFI will invoice the County on a monthly basis on or before the tenth (10th) day of each month for all operation, transportation and disposal services rendered hereunder during the preceding calendar month and the County will remit payment for each invoice without set-off or deduction to BFI within twenty (20) days of the date of such invoice. Such billing shall be based on the Base Fee, as adjusted, pursuant to this Section 8.00. BFI shall be entitled to payment irrespective of whether or not the County collects from the users of the County Transfer Station.

9.00 INSURANCE

BFI shall maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and

Property Damage Insurance. Before commencement of work hereunder, BFI will furnish the County with certificates of insurance to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

BFI shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, BFI may insure the above public liability and property coverages under any plan or plans of self-insurance approved by the State of North Carolina. The coverages may be provided by Browning-Ferris Industries, Inc., a Delaware corporation, or any other corporation affiliated with BFI.

10.00 MISCELLANEOUS

- 10.01 Transferability - No assignment of this Agreement or any right accruing under this Agreement or any subcontract of any services or duties hereunder shall be made in whole or in part by the County without the express prior written consent of BFI or by BFI without the express prior written consent of the County, except that BFI

without the consent of the County may assign and delegate any of its rights and obligations under this Agreement to any corporation or other entity which controls, or is controlled by , or under common control with BFI ("Affiliate") and/or enter into any subcontract with any Affiliate or any other person with respect to the construction of the County Transfer Station or the performance of any transportation services or duties hereunder.

- 10.02 Force Majeure - The obligations of the County (except for the County's obligation to pay for services rendered which obligation to pay shall not be excused) and BFI hereunder are subject to and excused in the event of (i) strikes, riots, wars, acts of God, accidents, (ii) governmental orders, decrees and regulations, or if the County or BFI is for any reason delayed or barred by governmental or judicial action with respect to the construction or operation of the County Transfer Station or BFI Sanitary Landfill or with respect to waste transportation and/or disposal operations at the BFI Sanitary Landfill, (iii) the denial, loss, suspension, expiration, termination or failure of issuance or renewal of any permit, license or other governmental approval required to construct or operate the County Transfer Station or the BFI Sanitary Landfill or required to transport Solid Waste, and (iv) any other similar or different contingency beyond the reasonable control of the County or BFI.
- 10.03 Severability - In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect or its inclusion shall result in the invalidity, illegality or unenforceability of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; provided, however, that it is the intention of the parties hereto that in lieu of each term, clause, or provision that is held to be invalid, illegal or unenforceable, there shall be added as a part of this Agreement a term, clause or provision as similar in terms to such invalid, illegal or unenforceable term, clause or provision as may be possible and be valid, legal or enforceable.
- 10.04 Cumulative Remedies - All rights, remedies and powers shall be deemed cumulative and not exclusive of any rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed


to be a waiver of any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

10.05 Independent Contractor; No Agency - BFI will act hereunder as an independent contractor and not as an agent of the County. Similarly, the County is not an agent of BFI or empowered or authorized to obligate BFI in any way.

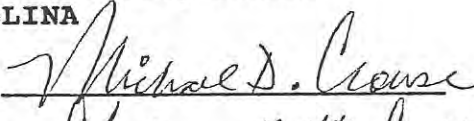
10.06 Entire Agreement - This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and cancels and supersedes all prior negotiations, representations, proposals, understandings and agreements, either written or oral, relating to the subject matter hereof. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties.

IN WITNESS WHEREOF, the County and BFI have entered into this Agreement on the day and year first above written.

ATTEST:

By: 
Title: County Commissioner

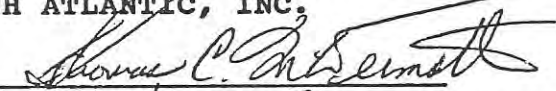
YADKIN COUNTY, NORTH
CAROLINA

By: 
Title: Chairman Yadkin County Commission

ATTEST:

By: 
Title: SALES MANAGER

BROWNING-FERRIS INDUSTRIES OF
SOUTH ATLANTIC, INC.

By: 
Title: VICE - PRESIDENT

BevCon, LLC Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

YADKIN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into this **11th** day of **October, 2011** ("Effective Date") between Yadkin County, North Carolina ("County") and **BevCon LLC**. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of

limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

THE PROVIDER

BY: 

BY: BevCon LLC

Name: Aaron Church

Name: James L. Patterson III *James L. Patterson, III*

Title: County Manager

Title: General Manager

3-30-12

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act

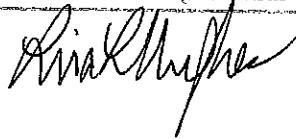


EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Provider shall provide recycling collection services for the County as described in this Agreement. Provider shall provide the County will appropriate containers as needed for recyclable materials for each location on the attached "Location List," which is incorporated herein by reference. Provider also shall provide County personnel with information and training so that those personnel will know what materials can be placed for collection by Provider. Provider agrees to collect all recyclable materials placed for collection by the County, including paper, glass, recyclable plastics, and aluminum. Provider shall pick up the County's recyclable materials at the locations on the attached list at least once per week on days approved by the County. Upon collecting these materials, Provider shall take responsibility for them and shall handle and dispose of these materials in accordance with all applicable federal, State, and local laws and regulations. Upon reasonable written notice to Provider, the County may change the locations on the attached Location List.

B. Term of the Agreement. (Check the one provision that applies.)

XX This Agreement shall end on **October 11, 2014.**

_____ This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

_____ This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

C. Payment to the Provider. (Check the provision that applies.)

XX The County shall pay the Provider **\$705.00** every month. Notwithstanding any other provision in this Agreement, in no event shall the County pay the Provider more than \$8,460 in any fiscal year (running from July 1 through June 30).

D. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term (check all that apply):

XX General commercial liability in the amount of \$2,000,000.

XX Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; \$1,000,000 uninsured/underinsured motorist coverage; and _____ medical payment.

uninsured/underinsured motorist coverage; and
medical payment.

E. Contact Information.

THE COUNTY

THE PROVIDER

Yadkin County

BevCon LLC

Gary Hayes

James L. Patterson III (General Manager)

PO Box 1278

JamesPatterson.Bevcon@yahoo.com

336-679-4233

252 206 9000 Ext 225 Office

252 674 8806 Mobile

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: [Signature]

BY: [Signature]

Name: Aaron Church

Name: James L. Patterson III

Title: County Manager

Title: General Manager

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

[Signature]

LOCATION LIST

Business address & location for pick up as follows:

Transfer Station	1149 Landfill Rd – Yadkinville	27055	336-961-6200
Site# 1	1008 Catherine Rd – Jonesville	28642	336-526-4700
Site# 2	3016 Maranatha Ch Rd - Hamptonville	27020	336-468-1818
Site# 3	1810 Patterson Milld Rd -Yadkinville	27055	336-367-5742
Site# 4	3304 Dale Rd -East Bend	27018	336-699-4304
Site# 5	1209 Lone Hickory Rd - Yadkinville	27055	336-463-4632
Site# 6	1405 Speer Bridge Rd – Yadkinville	27055	336-961-3621
Site# 7	3240 Hamptonville Rd - Hamptonville	27020	336-468-1448

Charlotte Scale Co., Inc. Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 22nd day of July, 2011 ("Effective Date") between Yadkin County, North Carolina ("County") and Charlotte Scale Co., Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be

responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: [Signature] 12/22/11

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: [Signature]

Name: Martin Oehler

Title: President

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Check and calibrate truck scale at landfill on a quarterly basis. It is the County's responsibility to keep the scale cleaned out with no debris. Any other service calls for emergency service will be on a time plus material basis. and all rates, charges and other terms of compensation for such other services shall be agreed upon between the County and Provider, in writing, before the county shall become liable or responsible for any payment. Charlotte Scale will ensure that all scales satisfy all tolerance levels and other standards and requirement imposed by the NC Department of Agriculture & Consumer Services.

- B. Term of the Agreement. (Check the one provision that applies.)

 This Agreement shall end on _____, 20____.

 This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

 x This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

- C. Payment to the Provider. (Check the provision that applies.)

 x The County shall pay the Provider \$ 235 + \$12 RCF quarterly (RCF is Regulatory compliance fee covers the cost of complying with the documentation, administration and registration requirements of an increasing number of Weights & Measure jurisdictions, including Federal, State and local as well as market place requirements. Includes testing fees, registrations, test weights.

 The County shall pay the Provider a total of \$407.50 PER YEAR IN TOTAL QUARTERLY for all Services performed under this Agreement. The Provider will invoice the County OK for Services as they are performed, but no more frequently than monthly. 12-1-11

IN NO EVENT SHALL THE AMOUNT PAID EXCEED \$988 ⁰⁰ / YEAR.

OK
12-1-11

D. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term (check all that apply):

x General commercial liability in the amount of
\$1,000,000.00.

 Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be _____ for bodily injury and property damage; _____ uninsured/underinsured motorist coverage; and _____ medical payment.

x You will receive a new certificate from our insurance agent
annually.

E. Contact Information.

THE COUNTY

Aaron Church
Yadkin County Manager
Phone: 336-679-4200
Gary Hayes
Phone: 336-679-4233

THE PROVIDER

Telephone: 704-376-8496
Fax: 704-343-2681
email: mail@charlottescale.com
Service calls: Martin, Jason or Kim
New equipment or parts: Martin or Jason
Accounting or Insurance Certificates: Kim

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: _____

Name: Martin Oehler

Title: President

This instrument has been pre-audited in the manner required
by the Local Government Budget and Fiscal Control Act.

[Signature]

Don Adams Grading Inc. Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this 5 day of November, 2012 ("Effective Date") between Yadkin County, North Carolina ("County") and Don Adams Grading, Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of

limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

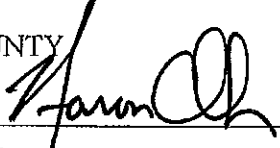
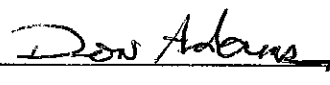
THE COUNTY	THE PROVIDER
BY: <u> 11-7-12</u>	BY: <u></u>
Name: <u>Aaron Church</u>	Name: <u>Don Adams</u>
Title: <u>County Manager</u>	Title: <u>President</u>

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

Provider shall repair the road at the County's landfill/transfer station, which is located at Landfill Scales and which extends approximately 1850 feet from Access Road to the station. Provider's services shall include filling and fixing all potholes on the road and performing all necessary grading and graveling (including supplying gravel for the road) in order to restore the road to good condition.

- B. Term of the Agreement. (Check the one provision that applies.)

X This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

- C. Payment to the Provider. (Check the provision that applies.)

X The County shall pay the Provider a total of \$7,500.00 for all Services performed under this Agreement. The Provider will invoice the County once all services are complete. Notwithstanding any other provision in this Agreement, in no event shall the total amount paid by the County exceed \$7,500.00.

- D. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term (check all that apply):

X General commercial liability in the amount of 1,000,000 per occurrence.

X Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be 1,000,000 for bodily injury and property damage; 1,000,000 for uninsured/underinsured motorist coverage; and _____ for medical payment.

- E. Contact Information.

THE COUNTY

Gary Hayes, Yadkin County
PO Box 1278
Yadkinville, NC 27055
336-679-4233

THE PROVIDER

Don Adams Grading, Inc.
2400 Union Cross Church Rd
Yadkinville, NC 27055
336-961-2237

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: 

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: 

Name: Don Adams

Title: President

This page intentionally left blank.

Metech Recycling Inc. Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

YADKIN COUNTY
NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 16th day of April, 2012 ("Effective Date") between Yadkin County, North Carolina ("County") and Metech Recycling, Inc. ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be

responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. 'Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: 

Name: Aaron Church

Title: County Manager

THE PROVIDER

Chris Ryan

BY: Meteck Recycling

Name: Chris Ryan

Title: President

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Provider shall provide the services specified in the attached February 16, 2012 letter to Cheri Cranfill regarding "Electronics Recycling Proposal and Service Agreement" ("Proposal"), which is incorporated by reference into these Contract Specifications. Provider shall comply with all proposals, representations, terms, and conditions in the Proposal to the extent not inconsistent with other terms of this Agreement. At all times, Provider shall collect, handle, and recycle or dispose of all materials in full compliance with applicable federal, state, and local laws and regulations and industry standards.

B. Term of the Agreement. (Check the one provision that applies.)

 X This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

C. Payment to the Provider. (Check the provision that applies.)

Provider shall provide the Services free of charge. Per the Proposal, the Provider may charge the County for, at the County's request, recycling items on the Accommodation List attached to the Proposal. Notwithstanding any other provision in this Agreement, however, in no event shall the total amount paid by the County during any fiscal year (which shall run from July 1 through June 30) exceed \$ 0.00 (zero). Also notwithstanding language to the contrary in the Proposal, in no event shall the Provider impose on the County any charges for any items on the Unacceptable Item List attached to the Proposal.

D. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term (check all that apply):

 X General commercial liability in the amount of at least \$1,000,000.

 X Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be at least \$1,000,000 for bodily injury and property damage and at least \$1,000,000 in uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY

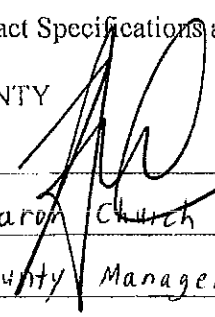
Gary Hayes
PO Box 1278
Yadkinville, NC 27055
336-679-4233

THE PROVIDER

Metech Recycling Inc
150 Blackstone River Rd
Worcester, MA 01607

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

BY: 

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: 

Name: Chris Ryan

Title: President



Responsible Electronics Recycling

Date: 2/16/12

Attn: Cheryl Cranfill
Yadkin County Solid Waste
1149 Landfill Road
Yadkinville, NC 27055

Re: Electronics Recycling Proposal and Service Agreement

Based on our meeting to determine your household consumer e-waste recycling requirements, Metech Recycling is pleased to submit the following proposal to provide electronics (e-waste) recycling services to Yadkin County Transfer Station:

1. Metech Recycling Qualifications:

- Metech Recycling operates six facilities across the country to provide regional service and nationwide reach. These facilities have the capability of responsibly recycling 30,000 tons of e-waste per year.
- Metech Recycling is a BAN Certified e-Stewards® recycler dedicated to proper handling of your electronic waste. We do not export unprocessed material, incinerate, landfill, or use prison labor in our recycling process.
- Metech Recycling clients include businesses, government agencies, municipalities, school districts, non-profit organizations, and individual consumers.
- Metech Recycling is registered with the EPA, DOT, and locations are ISO 9001 and 14000 certified. Specific registration numbers by location are available at www.motechrecycling.com.
- Metech Recycling is a member of the following organizations:
 - Basel Action Network (BAN)
 - Institute of Scrap Recycling Industries (ISRI)
 - National Recycling Coalition (NRC)
 - Carolina Recycling Association

2. Metech Recycling Proposed Service Agreement

We are pleased to offer this opportunity to Yadkin County Transfer Station at no cost in conjunction with our sponsors of this consumer program. Metech Recycling will provide:

- E-waste collection gaylords and pallets as needed at no cost.
- Pickup service from Yadkin County Transfer Station or as required based on site service needs.
- A 48' collection trailer with secure transportation to our Creedmoor, NC processing facility.
- Entire load will be weighed and copy of confirmation of receipt will be provided.



Responsible Electronics Recycling

- E-waste materials will be disassembled, separated, and all constituent materials recycled for reintroduction to the manufacturing stream.
- All data storage devices (hard drives) will be securely destroyed by shredding.
- A certificate of destruction will be sent to location within 4-6 weeks of pickup.
- Invoicing to the sponsor along with tracking necessary to comply with requirements of the State of NC will be the responsibility of Metech Recycling.

Yadkin County Transfer Station Responsibilities:

- ✓ • Provide secure location for the proper storage and handling of electronic waste obtained from households.
 - ✓ • Allow 5 - 7 business days from date of collection request and ensure covered storage of electronics at all times.
 - ✓ • Commitment to the success of the household e-waste program ensuring material is obtained from residents of Yadkin County only.
 - ✓ • Adhere to Metech Recycling Acceptable Items, Special Items and Unacceptable Items Lists provided as an attachment to this statement of work.
- Yadkin County Transfer Station will be responsible for costs associated with the proper disposal of item(s) received from the Special Items List (fluorescents) and/or Unacceptable Items List.

Term of Service:

February 20, 2012 through February 20, 2013

Service may be cancelled by either party with a 30 day notice.

We are committed to sustainable business practices through appropriate recycling methods, developing long term relationships and providing the highest level of service to our customers. Thank you for your consideration of our proposal and service agreement.

Submitted by: _____

Date: _____

Brenda Dominick
Account Executive
Metech Recycling

Accepted by: _____

Date: 5-14-12

Yadkin County Transfer Station

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]



Responsible Electronics Recycling

Items We Accept

We accept the following items for responsible recycling. If you have questions about an item not shown on the list, please contact our office.

- | | |
|------------------------------|---------------------------------------|
| • Audio and Video Tapes | • Microwaves |
| • Batteries | • Monitors |
| • Cameras | • Office Printers |
| • Cell Phones | • Overhead Projectors |
| • Circuit Boards | • Palm Pilot Or Other Handheld Device |
| • Complete Computer Systems | • Power Supply |
| • Computer Mouse | • Reel-To-Reel Tapedecks |
| • Copy Machines | • Scanners |
| • CPU (tower) | • Servers (depending on size) |
| • Data Cartridges | • Slide Projectors |
| • DLT Tapes | • Stereos |
| • Docking Stations | • Stereo Speakers |
| • External CD-ROM drives | • Switch/HUB Devices |
| • External Modems | • Tape Drives |
| • Fax Machines | • Telephone Systems |
| • Floppy Drives | • Televisions |
| • Hard Drives | • Terminal |
| • Keyboards | • Typewriters |
| • L.C.D. Flat Screens | • UPS Back-Ups/Batteries |
| • Laptops | • VCR/DVD Players |
| • Main Frames | • Video Recorders |
| • Matrix Switch/Multiplexers | • Work Stations |

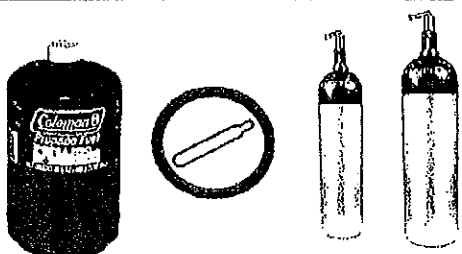
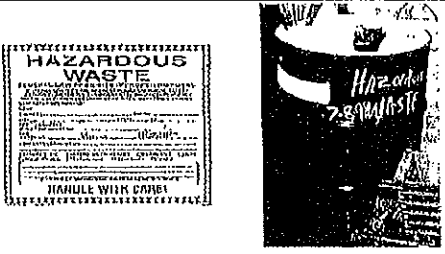


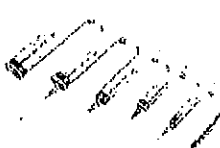
Unacceptable Item List




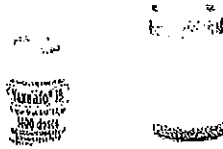








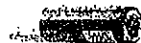

This list is to be used as a guideline to determine whether or not we can accept certain items or shipments from customers. These items may be refused shipment or returned to the customer (in the case that unacceptable items are not discovered until sorted in the warehouse). If an item is returned to a customer there is a MINIMUM of a \$75.00 charge to the customer. UPS's (uninterruptible power sources) that are plugged in should be unplugged by the customer. Please contact EHS with any questions:

Mary Jo Lockbaum - 720.258.8429

Danielle Delacroix - 720.258.8441

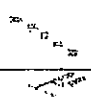





Risa Weir - 720.258.8442

Item	Look for these symbols and/or examples
<ul style="list-style-type: none"> o Pressurized containers or compressed gas cylinders even if evacuated to atmospheric pressure. Aerosol cans are okay ONLY if punctured. 	
<ul style="list-style-type: none"> o RCRA or state hazardous wastes. Look for the yellow hazardous waste label or any writing indicating "hazardous waste". 	
<ul style="list-style-type: none"> o Oil 	
<ul style="list-style-type: none"> o Liquids of any kind (includes antifreeze, oil, gasoline, pesticides, etc.) Freon is okay but is considered a "special item" and will be charged as such. Residual oil inside electronic waste is okay. 	
<ul style="list-style-type: none"> o Odorous materials - anything that smells "bad" or "off" o Sharps (needles, syringes with needles, or other sharp objects which cannot be safely manually handled) 	

<ul style="list-style-type: none"> o Poisons, including pesticides or herbicides and materials contaminated with pesticides or herbicides, or any items with the poison label 	  
<ul style="list-style-type: none"> o Pharmaceuticals of any kind. This includes vaccines, pill bottles, and solid or liquid medicines of any kind. 	
<ul style="list-style-type: none"> o Biohazards including "red bag" waste or anything which has come into contact with human or animal body fluids. Question items that may have had chances for contamination with bodily fluids. 	 
<ul style="list-style-type: none"> o Radioactive materials or wastes 	
<ul style="list-style-type: none"> o Household refuse/trash 	
<ul style="list-style-type: none"> o Flammable, explosive, or spontaneously combustible materials. Examples include solvent-soaked or oily rags, gases such as hydrogen or propane, fireworks, linseed oil, gun powder, ammunition, paint scrappings, etc.. 	 
<ul style="list-style-type: none"> o Reactive materials - may include oxidizers, metal salts, etc. 	 
<ul style="list-style-type: none"> o Broken items containing mercury. Unbroken items are okay. See special item list for pricing. 	
<ul style="list-style-type: none"> o Items too large to be handled safely. Anything that would break a pallet or are unsafe to move onto a truck or around the warehouse eg. A large transformer. 	
<ul style="list-style-type: none"> o Broken, leaking, or corroded batteries. 	
<ul style="list-style-type: none"> o Paint, adhesives, caulk, solvents, thinners. 	
<ul style="list-style-type: none"> o White goods or appliances such as refrigerators, washers, driers, ovens, etc. 	



Electronics Recycling Customer Accommodation List

Bulb/Lamp/Ballasts		Price	Metech Unit
Straight Fluorescent - 4' lamp		\$0.40	Per 4' Lamp
Straight Fluorescent - 8' lamp		\$0.80	Per 8' Lamp
U-Tube, Circular, Compact		\$0.65	Per Lamp
HID/Mercury Vapor/Metal Halide/High Pressure		\$2.00	Per Lamp
Broken Lamps		\$2.00	Per Pound
Recycle (NON-PCB) Ballasts		\$0.75	Per Pound
Recycle/Incinerate(PCB) Ballasts		\$1.00	Per Pound
		Pick up included w/electronics waste pick up.	
Supply 4' Lamp Box		\$5.00	Each
Supply 8' Lamp Box		\$5.00	Each
Supply U-Tube Box		\$3.15	Each
Supply 85 fiber lamp drum*		\$20.00	Each
*One for one swap; once you buy = you own! (5 drum initial min. purchase, then we swap each time thereafter)			

This page intentionally left blank.

U.S. Tire Recycling Partner, Inc. Contract

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

STATE OF NORTH CAROLINA

YADKIN COUNTY

RECYCLING & DISPOSAL CONTRACT

This Scrap Tire Recycling and Disposal Contract ("Contract") is made and entered on this 1st day of June, 2012 ("Anniversary Date"), by and between the County of Yadkin, a political subdivision of the State of North Carolina, hereafter referred to as "County" and U.S. Tire Recycling Partners L.P. at 6322 Poplar Tent Road Concord, North Carolina 28027, herein after referred to as the "Contractor".

WITNESSETH

WHEREAS, the County chooses to recycle its scrap tires when possible and has determined that this service can best be provided through a service contract with a qualified firm; and

WHEREAS, the Contractor is qualified to provide collection, transportation, recycling and disposal of tires and other scrap rubber and has the necessary equipment, personnel, facilities, expertise, financial resources and management skills to provide a high level of service.

1) Scrap Tire Volume Generated

It is unknown how many scrap tires that the County receives at its landfill annually. However, the Contractor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this Contract.

2) Recycling and Disposal Services

a) Contractor Responsibilities

The Contractor agrees to stage a van trailer at the County's designated sites and to transport, process, recycle and/or dispose of all scrap tires loaded in said trailer. Furthermore, the Contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal, and local laws, regulations, permits, ordinances, and standards.

b) County Responsibilities

The County shall make available ample space at the sites it designates, in a manner reasonably acceptable to Contractor, to provide for efficient handling of each van trailer and the materials contained therein.

3) Term

This Contract shall be in full force and effect for a period of three (3) years from the Anniversary Date, unless terminated earlier per Section 8 (b) of this Contract. Upon expiration of the initial three-year term, this Contract will automatically renew for two (2) successive one-

year terms. An automatic renewal will not occur if either party notifies the other in writing at least 30 days prior to expiration of the current term of its desire not to renew this Contract, in which case this Contract shall not renew and instead shall terminate at the end of the current term.

4) Time of Performance

Except on non-working days, Contractor shall remove and replace each loaded trailer in a timely manner. Non-working days shall include Saturday, Sunday, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and the day after Christmas.

5) Invoices

The Contractor shall invoice the County for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per Section 6 of this Contract. Each invoice shall include a dated listing of the loads collected and transported.

6) Collection Disposal Fees

The County shall pay Contractor, as payment in full for Contractor's services under this Contract, including the processing and transportation of all passenger and truck tires, the sum of \$72.30 per ton of tires collected and removed from the County's sites, with a nine (9) ton minimum per van trailer. Off road tires are charged at the same rate of \$72.30 per ton plus an additional \$0.05 per pound with no minimum tonnage. Contractor shall provide the County with reasonable notice of the weighing of the contents of a trailer, and the County has the right upon request to have County representatives present to monitor the weighing. Contractor shall keep and maintain during the term of this Contract records of the weights of tires in each trailer and of how the Contractor calculated the County's charges under this Contract, and the County may inspect and copy those records on request.

In March of each year, Contractor may increase the \$72.30 per-ton charge by no more than the increase in the Consumer Price Index for All Urban Consumers over the prior 12 months. In March of each year, the Contractor shall notify the County of any increase, which can go into effect no earlier than the following the July 1. If the increase will be more than 5.8% over the prior year's price per ton, the County may terminate this Contract without penalty.

If a trailer has not been filled within 30 days of it being placed at a County site, Contractor may choose to collect that trailer and calculate a charge based on the weight of tires contained within it. If the charge is not at least \$150.00, then the County shall, instead of the calculated charge, pay the Contractor \$150.00.

A Fuel Sur-charge shall apply as follows. For every 120 miles that Contractor travels providing services under this Contract, to the extent that the average price for diesel fuel equals or exceeds \$2.50 per gallon, the Contractor may charge the County the price adjustment listed below, multiplied by 120 miles. For example, if the average price of diesel is \$3.75 per gallon, the Contractor may charge the County a fuel surcharge of \$66.00 per 120 miles traveled (120 miles X \$0.55). The price of diesel fuel for purposes of this Contract shall be the average diesel

price for the East Coast, per the U.S. Energy Information Administration, during the period in which the 120 miles at issue were traveled.

Price per Gallon	Price Adjustment per mile
\$2.50 - \$2.74	+0.30
\$2.75 - \$2.99	+0.35
\$3.00 - \$3.24	+0.40
\$3.25 - \$3.49	+0.45
\$3.50 - \$3.74	+0.50
\$3.75 - \$3.99	+0.55
\$4.00 - \$4.24	+0.60
\$4.25 - \$4.49	+0.65
\$4.50 - \$4.74	+0.70
\$4.75 - \$4.99	+0.75
\$5.00 - \$5.24	+0.80

In the event of a discrepancy between Contractor and County records concerning the correct amount of an invoice, such invoice shall be paid less the amount of the discrepancy. A notice of discrepancy with supporting documentation, shall be promptly sent to Contractor and the two parties shall reconcile records and invoices at the earliest possible date. Such reconciliation shall be reflected on the next invoice from Contractor.

Notwithstanding any other provision in this Contract, in no event shall the total amount paid by the County under this Contract in any fiscal year (running from July 1 through June 30) exceed \$43,000. If this \$43,000 limit is reached before a fiscal year ends, the County without penalty may direct that the Contractor stop providing services under this Contract for the rest of the fiscal year. Services will continue for that fiscal year only if and to the extent that the County and the Contractor execute a written addendum to this Contract governing the provision of services during the remainder of the fiscal year.

7) Taxes, etc. clause

Should the local, state, or federal government impose a franchise fee or tax on the services provided under this Contract, Contractor may pass this fee or tax on to the County, but if that occurs the County shall have the option to avoid paying the fee or tax by terminating this Contract without penalty except for payment for all services performed by the Contractor before termination.

8) Termination

This Contract may be terminated according to either of the following provisions:

a) Default: If either party hereto deems the other party hereto to be in default of any provision hereof, the claiming party shall provide notice in writing to the defaulting party of said default. If said defaulting party fails to correct the default within twenty (20) working days from the date of notice, the other party may terminate this Contract immediately. In case of such termination the party terminating this Contract shall forthwith give the other party written notice of such termination.

b) Mutual Agreement: This Contract may be terminated by mutual agreement of the parties hereto, at any time.

c) Termination for convenience: Either party may terminate this Contract by providing at least ninety (90) days notice of termination to the other party.

9) Force Majeure

a) Suspension of Performance: The performance of its duties and obligations hereunder by either party shall be suspended to the extent that such performance, in whole or in part, shall be rendered impracticable by Force Majeure.

b) Definition: Force Majeure - For purposes herein, Force Majeure shall be termed as any event or occurrence of any nature or kind in respect to the duties herein that is beyond the control of and occurs without the negligence of the party invoking the same, including without limitation: acts of God or of a public enemy, acts of government or governmental authority in either its sovereign or contractual capacity, wars, riots, fires, floods, explosions, epidemics, boycotts, blackouts, strikes, and labor disputes.

c) Notice: In the event that either party hereto determines that a Force Majeure has occurred, or is likely to occur, said party shall promptly furnish to the other party notice in writing of such Force Majeure, setting forth the nature of such problem, the anticipated effect thereof on said party's performance hereunder and when normal performance may be expected.

d) No Unreasonable Delay: Any party hereto whose performance hereunder is delayed or prevented by a Force Majeure, if said party subsequently invokes Force Majeure, shall take all reasonable steps to resume, with the least possible delay, compliance with its obligations hereunder, provided that said party shall not be required to settle any strike or labor dispute on terms not acceptable to it.

10) Representations

10.1) The Contractor represents, warrants and covenants to County that:

a) It is an entity duly organized, validly existing and in good standing under the laws of the State of North Carolina, and is duly and validly qualified to conduct business and is in good standing in all jurisdictions in which such qualification is necessary.

b) The execution, delivery and performance of this Contract have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a Default under, or violate the terms of Contractor's organizational agreement, or any rule, regulation, judgment, decree, order, or agreement to which Contractor is a party or by which it may be bound.

c) Contractor shall comply with all environmental and safety laws and regulations and all other applicable governmental laws, regulations, permits, guidelines and actions during the term hereof, and has paid and will pay all valid charges and assessments in connection therewith. Contractor hereby indemnifies County against any fines, penalties, or other damages resulting from or associated with Contractor's failure to do so.

10.2) County represents, warrants and covenants to Contractor that:

a) The execution, delivery and performance of this Contract by County have been duly and validly authorized by all corporate action required to be taken and will not result in a breach of, constitute a default under, or violate the terms of a decree, order, contract or agreement to which County is a party or by which it may be bound. Concurrently herewith, County tenders unto Contractor a certified copy of the resolution of its Board of Commissioners authorizing execution and delivery of this Contract.

11) Insurance

Contractor does hereby attest and warrant that it has general liability insurance coverage (which covers all its operations including but not limited to motor vehicle transportation) in the minimum amount of one million (\$1,000,000.00) dollars. A "Certificate of Insurance" affirming said coverage is attached hereto as an integral part of this Contract. County shall be listed as an additional insured under said Certificate of Insurance and a copy of said endorsement shall be provided to County within ten (10) days of the signing of the Contract. Contractor shall at all times during the existence of this Contract maintain this liability insurance coverage in an amount not less than one million (\$1,000,000.00) dollars.

12) Hold Harmless

The Contractor does hereby indemnify and hold the County free and harmless from liability on account of injury or damage to persons or property which may result from negligence by the Contractor or its agents; and, in the event that any suit or proceeding is brought against the County at law or in equity, either independently or jointly with the Contractor, or either of them, on account of such negligence, the Contractor will defend the County in any such suit or proceeding at the cost of the Contractor, and in the event of a final judgment or decree being brought against either of them, the Contractor will pay such judgment or comply with such decree and pay all costs and expenses of whatsoever nature and hold the County harmless therefrom.

13) Disputes

Any dispute that arises hereunder that cannot be settled in negotiations between the parties hereto shall be handled according to the laws and legal processes and in the courts of the State of North Carolina. Any final decision therefrom shall be valid and binding upon the parties hereto and enforceable at law. Venue for any action arising out of this Contract shall be the general court of justice, **County of Yadkin N.C.**

14) Miscellaneous

14.1) Contractor agrees to be an equal opportunity employer and not discriminate based on race, religion, or sex.

14.2) This Contract may be changed only by agreement in writing and signed by both parties hereto.

14.3) This Contract embodies the entire contract between the parties concerning the subject matter and supersedes any prior agreements and understandings concerning the subject matter, whether oral and/or written.

14.4) This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original.

14.5) This Contract shall be governed by the laws of the State of North Carolina.

14.6) The sections and heading in the Contract are for reference purposes only and shall not affect in any way the meaning of this Contract or any part herein.

14.7) In the event that any provision of this Contract shall be determined to be invalid by a court of competent jurisdiction, this Contract thereupon shall be deemed to have been amended to eliminate such provisions so the remaining provisions of this Contract shall be valid and binding.

14.8) All notices and other formal communications hereunder shall be made in writing and given or delivered by certified United States mail to the principal and at the address designated below. Acceptance thereof shall be deemed to constitute receipt.

Contractor

U.S. Tire Recycling Partners L.P.
6322 Poplar Tent Road
Concord, North Carolina 28027

County

Yadkin County
P.O. Box 1298
Yadkinville, NC 27055

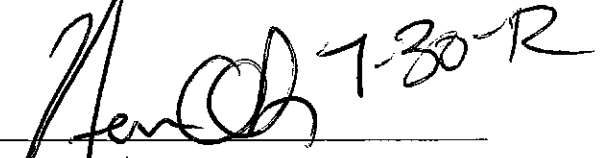
14.9) Any waiver made hereto shall be deemed to be limited in application to the matters explicitly referred to therein and shall neither be construed as, nor entitle the other party to a waiver by said party of any similar matter.

14.10) This Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned by either party hereto without the prior written consent of the other party hereto, which consent shall not be unreasonable withheld or delayed.

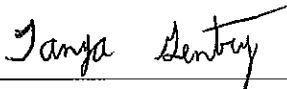
IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals as of the date first above written.

YADKIN COUNTY

BY:

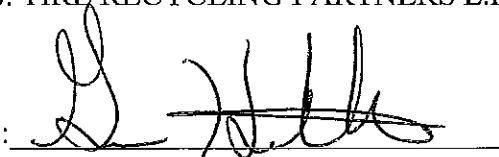

County Manager

ATTEST




U.S. TIRE RECYCLING PARTNERS L.P.

BY:


General Manager

ATTEST



This page intentionally left blank.

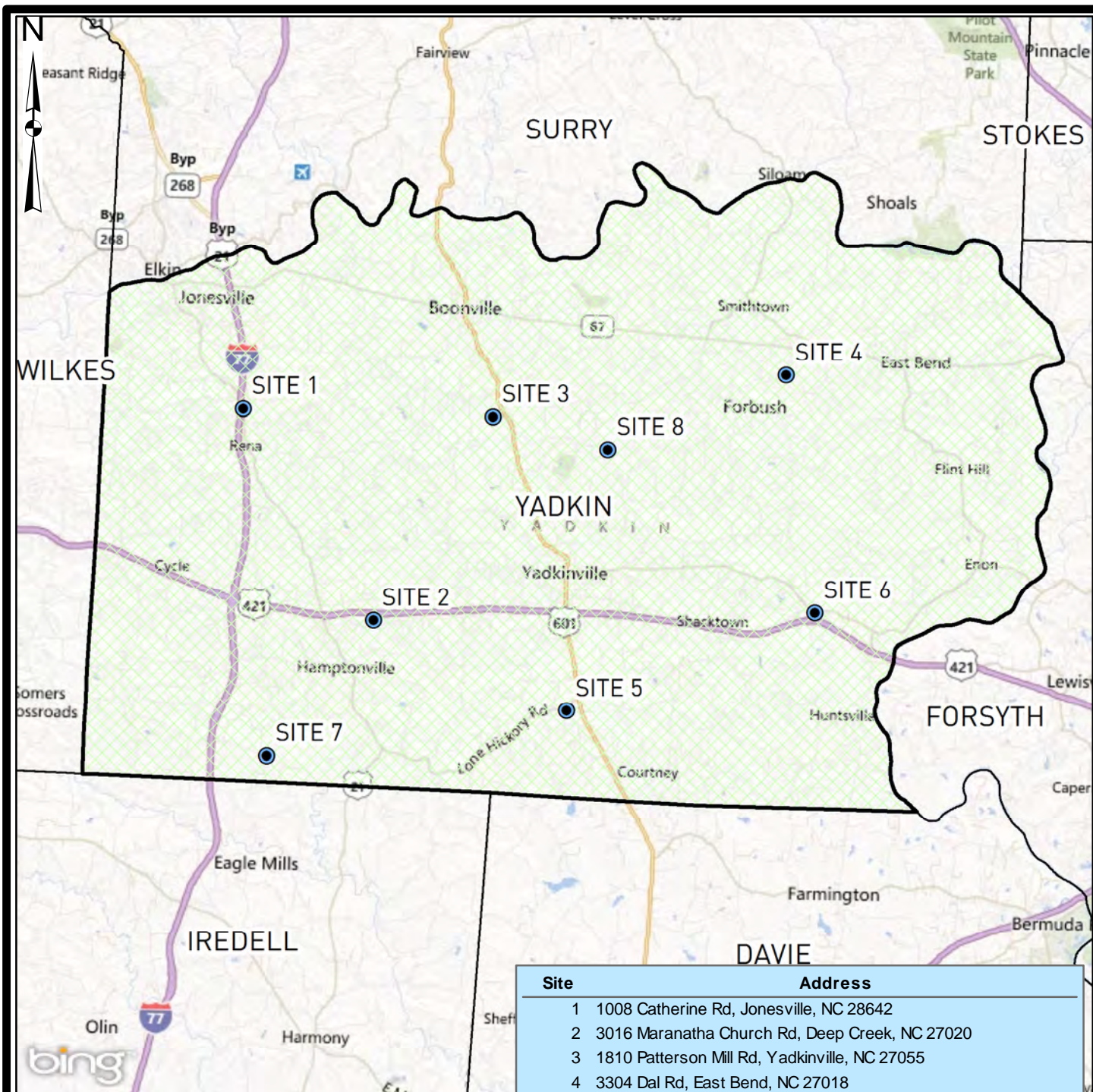
Appendix B

Solid Waste Facilities Location Map

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

G:\CADD\Yadkin County\Yadkin 13-1\sheets\YADKIN-A0001.mxd



Site	Address
1	1008 Catherine Rd, Jonesville, NC 28642
2	3016 Maranatha Church Rd, Deep Creek, NC 27020
3	1810 Patterson Mill Rd, Yadkinville, NC 27055
4	3304 Dal Rd, East Bend, NC 27018
5	1209 Lone Hickory Rd, Yadkinville, NC 27055
6	1405 Speer Bridge Rd, Yadkinville, NC 27055
7	3240 Hamptonville Rd, Hamptonville, NC 27020
8	1149 Landfill Rd, Yadkinville, NC 27055

SOLID WASTE
FACILITIES MAP

NC LIC. NO. C-0828 (ENGINEERING)

SMITH+GARDNER

14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

RAWN:	APPROVED:	SCALE:	DATE:	PROJECT NO.:	FIGURE NO.:
C.T.J.	J.W.C.	AS SHOWN	Mar. 2013	YADKIN 13-1	1

This page intentionally left blank.

Appendix C

Weight Tickets and Billing Statements

**Personnel and Operations Review
Yadkin County Solid Waste Department
Yadkin County, North Carolina**

This page intentionally left blank.

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 1

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
07/01/11		Total			7	0	218860	0	109.43	109.43	0.00
		Average				0	31266	0	15.63	15.63	0.00
07/02/11		Total			2	0	58220	0	29.11	29.11	0.00
		Average				0	29110	0	14.56	14.56	0.00
07/05/11		Total			7	0	307760	0	153.88	153.88	0.00
		Average				0	43966	0	21.98	21.98	0.00
07/06/11		Total			5	0	223140	0	111.57	111.57	0.00
		Average				0	44628	0	22.31	22.31	0.00
07/07/11		Total			4	0	158820	0	79.41	79.41	0.00
		Average				0	39705	0	19.85	19.85	0.00
07/08/11		Total			4	0	153300	0	76.65	76.65	0.00
		Average				0	38325	0	19.16	19.16	0.00
07/09/11		Total			3	0	106160	0	53.08	53.08	0.00
		Average				0	35387	0	17.69	17.69	0.00
07/11/11		Total			4	0	154060	0	77.03	77.03	0.00
		Average				0	38515	0	19.26	19.26	0.00
07/12/11		Total			6	0	207420	0	103.71	103.71	0.00
		Average				0	34570	0	17.29	17.29	0.00
07/13/11		Total			6	0	220240	0	110.12	110.12	0.00
		Average				0	36707	0	18.35	18.35	0.00
07/14/11		Total			4	0	144792	0	72.40	72.40	0.00
		Average				0	36198	0	18.10	18.10	0.00
07/15/11		Total			6	0	190680	0	95.34	95.34	0.00
		Average				0	31780	0	15.89	15.89	0.00
07/16/11		Total			2	0	69080	0	34.54	34.54	0.00
		Average				0	34540	0	17.27	17.27	0.00
07/18/11		Total			7	0	298480	0	149.24	149.24	0.00
		Average				0	42640	0	21.32	21.32	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 2

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
07/19/11				Total	4	0	142120	0	71.06	71.06	0.00
				Average		0	35530	0	17.77	17.77	0.00
07/20/11				Total	8	0	303640	0	151.82	151.82	0.00
				Average		0	37955	0	18.98	18.98	0.00
07/21/11				Total	5	0	164900	0	82.45	82.45	0.00
				Average		0	32980	0	16.49	16.49	0.00
07/22/11				Total	5	0	174660	0	87.33	87.33	0.00
				Average		0	34932	0	17.47	17.47	0.00
07/23/11				Total	3	0	84300	0	42.15	42.15	0.00
				Average		0	28100	0	14.05	14.05	0.00
07/25/11				Total	6	0	224620	0	112.31	112.31	0.00
				Average		0	37437	0	18.72	18.72	0.00
07/26/11				Total	5	0	149740	0	74.87	74.87	0.00
				Average		0	29948	0	14.97	14.97	0.00
07/27/11				Total	5	0	171180	0	85.59	85.59	0.00
				Average		0	34236	0	17.12	17.12	0.00
07/28/11				Total	4	0	115980	0	57.99	57.99	0.00
				Average		0	28995	0	14.50	14.50	0.00
07/29/11				Total	6	0	225660	0	112.83	112.83	0.00
				Average		0	37610	0	18.81	18.81	0.00
07/30/11				Total	3	0	95240	0	47.62	47.62	0.00
				Average		0	31747	0	15.87	15.87	0.00
08/01/11				Total	6	0	231820	0	115.91	115.91	0.00
				Average		0	38637	0	19.32	19.32	0.00
08/02/11				Total	6	0	195960	0	97.98	97.98	0.00
				Average		0	32660	0	16.33	16.33	0.00
08/03/11				Total	7	0	219332	0	109.67	109.67	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 3

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	31333	0	15.67	15.67	0.00
08/04/11				Total	5	0	141920	0	70.96	70.96	0.00
				Average		0	28384	0	14.19	14.19	0.00
08/05/11				Total	5	0	177800	0	88.90	88.90	0.00
				Average		0	35560	0	17.78	17.78	0.00
08/06/11				Total	3	0	81320	0	40.66	40.66	0.00
				Average		0	27107	0	13.55	13.55	0.00
08/08/11				Total	6	0	228240	0	114.12	114.12	0.00
				Average		0	38040	0	19.02	19.02	0.00
08/09/11				Total	5	0	172180	0	86.09	86.09	0.00
				Average		0	34436	0	17.22	17.22	0.00
08/10/11				Total	5	0	132920	0	66.46	66.46	0.00
				Average		0	26584	0	13.29	13.29	0.00
08/11/11				Total	4	0	140920	0	70.46	70.46	0.00
				Average		0	35230	0	17.62	17.62	0.00
08/12/11				Total	6	0	173840	0	86.92	86.92	0.00
				Average		0	28973	0	14.49	14.49	0.00
08/13/11				Total	2	0	66240	0	33.12	33.12	0.00
				Average		0	33120	0	16.56	16.56	0.00
08/15/11				Total	7	0	287852	0	143.93	143.93	0.00
				Average		0	41122	0	20.56	20.56	0.00
08/16/11				Total	5	0	172080	0	86.04	86.04	0.00
				Average		0	34416	0	17.21	17.21	0.00
08/17/11				Total	6	0	195180	0	97.59	97.59	0.00
				Average		0	32530	0	16.27	16.27	0.00
08/18/11				Total	4	0	130020	0	65.01	65.01	0.00
				Average		0	32505	0	16.25	16.25	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 4

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
08/19/11		Total			6	0	231440	0	115.72	115.72	0.00
		Average				0	38573	0	19.29	19.29	0.00
08/20/11		Total			3	0	95340	0	47.67	47.67	0.00
		Average				0	31780	0	15.89	15.89	0.00
08/22/11		Total			5	0	176620	0	88.31	88.31	0.00
		Average				0	35324	0	17.66	17.66	0.00
08/23/11		Total			6	0	154540	0	77.27	77.27	0.00
		Average				0	25757	0	12.88	12.88	0.00
08/24/11		Total			6	0	203080	0	101.54	101.54	0.00
		Average				0	33847	0	16.92	16.92	0.00
08/25/11		Total			3	0	97200	0	48.60	48.60	0.00
		Average				0	32400	0	16.20	16.20	0.00
08/26/11		Total			6	0	193720	0	96.86	96.86	0.00
		Average				0	32287	0	16.14	16.14	0.00
08/27/11		Total			3	0	94012	0	47.01	47.01	0.00
		Average				0	31337	0	15.67	15.67	0.00
08/29/11		Total			6	0	215120	0	107.56	107.56	0.00
		Average				0	35853	0	17.93	17.93	0.00
08/30/11		Total			5	0	141780	0	70.89	70.89	0.00
		Average				0	28356	0	14.18	14.18	0.00
08/31/11		Total			6	0	202180	0	101.09	101.09	0.00
		Average				0	33697	0	16.85	16.85	0.00
09/01/11		Total			4	0	111240	0	55.62	55.62	0.00
		Average				0	27810	0	13.91	13.91	0.00
09/02/11		Total			6	0	206100	0	103.05	103.05	0.00
		Average				0	34350	0	17.18	17.18	0.00
09/03/11		Total			2	0	59880	0	29.94	29.94	0.00
		Average				0	29940	0	14.97	14.97	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 5

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
09/06/11		Total			6	0	261700	0	130.85	130.85	0.00
		Average				0	43617	0	21.81	21.81	0.00
09/07/11		Total			6	0	218840	0	109.42	109.42	0.00
		Average				0	36473	0	18.24	18.24	0.00
09/08/11		Total			4	0	110520	0	55.26	55.26	0.00
		Average				0	27630	0	13.82	13.82	0.00
09/09/11		Total			5	0	179660	0	89.83	89.83	0.00
		Average				0	35932	0	17.97	17.97	0.00
09/10/11		Total			3	0	94440	0	47.22	47.22	0.00
		Average				0	31480	0	15.74	15.74	0.00
09/12/11		Total			6	0	233440	0	116.72	116.72	0.00
		Average				0	38907	0	19.45	19.45	0.00
09/13/11		Total			5	0	137800	0	68.90	68.90	0.00
		Average				0	27560	0	13.78	13.78	0.00
09/14/11		Total			6	0	209100	0	104.55	104.55	0.00
		Average				0	34850	0	17.43	17.43	0.00
09/15/11		Total			5	0	165840	0	82.92	82.92	0.00
		Average				0	33168	0	16.58	16.58	0.00
09/16/11		Total			6	0	182340	0	91.17	91.17	0.00
		Average				0	30390	0	15.20	15.20	0.00
09/17/11		Total			2	0	56720	0	28.36	28.36	0.00
		Average				0	28360	0	14.18	14.18	0.00
09/19/11		Total			6	0	237760	0	118.88	118.88	0.00
		Average				0	39627	0	19.81	19.81	0.00
09/20/11		Total			5	0	150880	0	75.44	75.44	0.00
		Average				0	30176	0	15.09	15.09	0.00
09/21/11		Total			4	0	132940	0	66.47	66.47	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 6

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	33235	0	16.62	16.62	0.00
09/22/11				Total	4	0	122940	0	61.47	61.47	0.00
				Average		0	30735	0	15.37	15.37	0.00
09/23/11				Total	4	0	138160	0	69.08	69.08	0.00
				Average		0	34540	0	17.27	17.27	0.00
09/24/11				Total	3	0	82540	0	41.27	41.27	0.00
				Average		0	27513	0	13.76	13.76	0.00
09/26/11				Total	6	0	250280	0	125.14	125.14	0.00
				Average		0	41713	0	20.86	20.86	0.00
09/27/11				Total	6	0	203640	0	101.82	101.82	0.00
				Average		0	33940	0	16.97	16.97	0.00
09/28/11				Total	5	0	187960	0	93.98	93.98	0.00
				Average		0	37592	0	18.80	18.80	0.00
09/29/11				Total	5	0	147720	0	73.86	73.86	0.00
				Average		0	29544	0	14.77	14.77	0.00
09/30/11				Total	6	0	194220	0	97.11	97.11	0.00
				Average		0	32370	0	16.19	16.19	0.00
10/01/11				Total	2	0	58700	0	29.35	29.35	0.00
				Average		0	29350	0	14.68	14.68	0.00
10/03/11				Total	6	0	238060	0	119.03	119.03	0.00
				Average		0	39677	0	19.84	19.84	0.00
10/04/11				Total	5	0	132900	0	66.45	66.45	0.00
				Average		0	26580	0	13.29	13.29	0.00
10/05/11				Total	6	0	201740	0	100.87	100.87	0.00
				Average		0	33623	0	16.81	16.81	0.00
10/06/11				Total	5	0	175480	0	87.74	87.74	0.00
				Average		0	35096	0	17.55	17.55	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 7

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
10/07/11		Total			6	0	200680	0	100.34	100.34	0.00
		Average				0	33447	0	16.72	16.72	0.00
10/08/11		Total			3	0	84780	0	42.39	42.39	0.00
		Average				0	28260	0	14.13	14.13	0.00
10/10/11		Total			6	0	234880	0	117.44	117.44	0.00
		Average				0	39147	0	19.57	19.57	0.00
10/11/11		Total			5	0	155760	0	77.88	77.88	0.00
		Average				0	31152	0	15.58	15.58	0.00
10/12/11		Total			5	0	192540	0	96.27	96.27	0.00
		Average				0	38508	0	19.25	19.25	0.00
10/13/11		Total			4	0	129140	0	64.57	64.57	0.00
		Average				0	32285	0	16.14	16.14	0.00
10/14/11		Total			6	0	208780	0	104.39	104.39	0.00
		Average				0	34797	0	17.40	17.40	0.00
10/15/11		Total			2	0	59580	0	29.79	29.79	0.00
		Average				0	29790	0	14.90	14.90	0.00
10/17/11		Total			7	0	273660	0	136.83	136.83	0.00
		Average				0	39094	0	19.55	19.55	0.00
10/18/11		Total			6	0	198400	0	99.20	99.20	0.00
		Average				0	33067	0	16.53	16.53	0.00
10/19/11		Total			5	0	166560	0	83.28	83.28	0.00
		Average				0	33312	0	16.66	16.66	0.00
10/20/11		Total			5	0	176380	0	88.19	88.19	0.00
		Average				0	35276	0	17.64	17.64	0.00
10/21/11		Total			6	0	220360	0	110.18	110.18	0.00
		Average				0	36727	0	18.36	18.36	0.00
10/22/11		Total			3	0	84180	0	42.09	42.09	0.00
		Average				0	28060	0	14.03	14.03	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 8

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
10/24/11		Total			6	0	216400	0	108.20	108.20	0.00
		Average				0	36067	0	18.03	18.03	0.00
10/25/11		Total			7	0	220540	0	110.27	110.27	0.00
		Average				0	31506	0	15.75	15.75	0.00
10/26/11		Total			5	0	171240	0	85.62	85.62	0.00
		Average				0	34248	0	17.12	17.12	0.00
10/27/11		Total			6	0	198120	0	99.06	99.06	0.00
		Average				0	33020	0	16.51	16.51	0.00
10/28/11		Total			6	0	193540	0	96.77	96.77	0.00
		Average				0	32257	0	16.13	16.13	0.00
10/29/11		Total			3	0	77320	0	38.66	38.66	0.00
		Average				0	25773	0	12.89	12.89	0.00
10/31/11		Total			6	0	212460	0	106.23	106.23	0.00
		Average				0	35410	0	17.71	17.71	0.00
11/01/11		Total			5	0	152480	0	76.24	76.24	0.00
		Average				0	30496	0	15.25	15.25	0.00
11/02/11		Total			6	0	188200	0	94.10	94.10	0.00
		Average				0	31367	0	15.68	15.68	0.00
11/03/11		Total			4	0	127040	0	63.52	63.52	0.00
		Average				0	31760	0	15.88	15.88	0.00
11/04/11		Total			6	0	221140	0	110.57	110.57	0.00
		Average				0	36857	0	18.43	18.43	0.00
11/05/11		Total			2	0	60020	0	30.01	30.01	0.00
		Average				0	30010	0	15.01	15.01	0.00
11/07/11		Total			8	0	297200	0	148.60	148.60	0.00
		Average				0	37150	0	18.58	18.58	0.00
11/08/11		Total			5	0	142180	0	71.09	71.09	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 9

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	28436	0	14.22	14.22	0.00
11/09/11				Total	5	0	172100	0	86.05	86.05	0.00
				Average		0	34420	0	17.21	17.21	0.00
11/10/11				Total	5	0	162980	0	81.49	81.49	0.00
				Average		0	32596	0	16.30	16.30	0.00
11/12/11				Total	4	0	95852	0	47.93	47.93	0.00
				Average		0	23963	0	11.98	11.98	0.00
11/14/11				Total	8	0	302720	0	151.36	151.36	0.00
				Average		0	37840	0	18.92	18.92	0.00
11/15/11				Total	5	0	165220	0	82.61	82.61	0.00
				Average		0	33044	0	16.52	16.52	0.00
11/16/11				Total	5	0	193420	0	96.71	96.71	0.00
				Average		0	38684	0	19.34	19.34	0.00
11/17/11				Total	5	0	149660	0	74.83	74.83	0.00
				Average		0	29932	0	14.97	14.97	0.00
11/18/11				Total	6	0	195120	0	97.56	97.56	0.00
				Average		0	32520	0	16.26	16.26	0.00
11/19/11				Total	3	0	73320	0	36.66	36.66	0.00
				Average		0	24440	0	12.22	12.22	0.00
11/21/11				Total	7	0	259780	0	129.89	129.89	0.00
				Average		0	37111	0	18.56	18.56	0.00
11/22/11				Total	6	0	185840	0	92.92	92.92	0.00
				Average		0	30973	0	15.49	15.49	0.00
11/23/11				Total	7	0	243600	0	121.80	121.80	0.00
				Average		0	34800	0	17.40	17.40	0.00
11/25/11				Total	3	0	94560	0	47.28	47.28	0.00
				Average		0	31520	0	15.76	15.76	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 10

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
11/26/11		Total			2	0	58980	0	29.49	29.49	0.00
		Average				0	29490	0	14.75	14.75	0.00
11/28/11		Total			7	0	239872	0	119.94	119.94	0.00
		Average				0	34267	0	17.13	17.13	0.00
11/29/11		Total			6	0	196232	0	98.12	98.12	0.00
		Average				0	32705	0	16.35	16.35	0.00
11/30/11		Total			8	0	253120	0	126.56	126.56	0.00
		Average				0	31640	0	15.82	15.82	0.00
12/01/11		Total			5	0	127080	0	63.54	63.54	0.00
		Average				0	25416	0	12.71	12.71	0.00
12/02/11		Total			7	0	198420	0	99.21	99.21	0.00
		Average				0	28346	0	14.17	14.17	0.00
12/03/11		Total			4	0	86880	0	43.44	43.44	0.00
		Average				0	21720	0	10.86	10.86	0.00
12/05/11		Total			7	0	219120	0	109.56	109.56	0.00
		Average				0	31303	0	15.65	15.65	0.00
12/06/11		Total			6	0	180260	0	90.13	90.13	0.00
		Average				0	30043	0	15.02	15.02	0.00
12/07/11		Total			5	0	166480	0	83.24	83.24	0.00
		Average				0	33296	0	16.65	16.65	0.00
12/08/11		Total			5	0	122200	0	61.10	61.10	0.00
		Average				0	24440	0	12.22	12.22	0.00
12/09/11		Total			6	0	183292	0	91.65	91.65	0.00
		Average				0	30549	0	15.28	15.28	0.00
12/10/11		Total			4	0	107260	0	53.63	53.63	0.00
		Average				0	26815	0	13.41	13.41	0.00
12/12/11		Total			7	0	269560	0	134.78	134.78	0.00
		Average				0	38509	0	19.25	19.25	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 11

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
12/13/11				Total	7	0	194352	0	97.18	97.18	0.00
				Average		0	27765	0	13.88	13.88	0.00
12/14/11				Total	6	0	179980	0	89.99	89.99	0.00
				Average		0	29997	0	15.00	15.00	0.00
12/15/11				Total	6	0	182272	0	91.14	91.14	0.00
				Average		0	30379	0	15.19	15.19	0.00
12/16/11				Total	7	0	177360	0	88.68	88.68	0.00
				Average		0	25337	0	12.67	12.67	0.00
12/17/11				Total	2	0	53740	0	26.87	26.87	0.00
				Average		0	26870	0	13.44	13.44	0.00
12/19/11				Total	8	0	243860	0	121.93	121.93	0.00
				Average		0	30483	0	15.24	15.24	0.00
12/20/11				Total	8	0	187100	0	93.55	93.55	0.00
				Average		0	23388	0	11.69	11.69	0.00
12/21/11				Total	6	0	164480	0	82.24	82.24	0.00
				Average		0	27413	0	13.71	13.71	0.00
12/22/11				Total	6	0	140200	0	70.10	70.10	0.00
				Average		0	23367	0	11.68	11.68	0.00
12/23/11				Total	6	0	173092	0	86.55	86.55	0.00
				Average		0	28849	0	14.43	14.43	0.00
12/26/11				Total	3	0	77220	0	38.61	38.61	0.00
				Average		0	25740	0	12.87	12.87	0.00
12/27/11				Total	5	0	231540	0	115.77	115.77	0.00
				Average		0	46308	0	23.15	23.15	0.00
12/28/11				Total	5	0	187980	0	93.99	93.99	0.00
				Average		0	37596	0	18.80	18.80	0.00
12/29/11				Total	3	0	93140	0	46.57	46.57	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 12

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	31047	0	15.52	15.52	0.00
12/30/11				Total	6	0	161480	0	80.74	80.74	0.00
				Average		0	26913	0	13.46	13.46	0.00
12/31/11				Total	2	0	65352	0	32.68	32.68	0.00
				Average		0	32676	0	16.34	16.34	0.00
01/02/12				Total	3	0	98012	0	49.01	49.01	0.00
				Average		0	32671	0	16.34	16.34	0.00
01/03/12				Total	5	0	181960	0	90.98	90.98	0.00
				Average		0	36392	0	18.20	18.20	0.00
01/04/12				Total	7	0	210740	0	105.37	105.37	0.00
				Average		0	30106	0	15.05	15.05	0.00
01/05/12				Total	4	0	109960	0	54.98	54.98	0.00
				Average		0	27490	0	13.75	13.75	0.00
01/06/12				Total	7	0	200320	0	100.16	100.16	0.00
				Average		0	28617	0	14.31	14.31	0.00
01/07/12				Total	2	0	52920	0	26.46	26.46	0.00
				Average		0	26460	0	13.23	13.23	0.00
01/09/12				Total	6	0	209712	0	104.86	104.86	0.00
				Average		0	34952	0	17.48	17.48	0.00
01/10/12				Total	6	0	159040	0	79.52	79.52	0.00
				Average		0	26507	0	13.25	13.25	0.00
01/11/12				Total	4	0	143740	0	71.87	71.87	0.00
				Average		0	35935	0	17.97	17.97	0.00
01/12/12				Total	4	0	126820	0	63.41	63.41	0.00
				Average		0	31705	0	15.85	15.85	0.00
01/13/12				Total	7	0	207840	0	103.92	103.92	0.00
				Average		0	29691	0	14.85	14.85	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 13

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
01/14/12		Total			2	0	54480	0	27.24	27.24	0.00
		Average				0	27240	0	13.62	13.62	0.00
01/16/12		Total			4	0	141160	0	70.58	70.58	0.00
		Average				0	35290	0	17.65	17.65	0.00
01/17/12		Total			6	0	189720	0	94.86	94.86	0.00
		Average				0	31620	0	15.81	15.81	0.00
01/18/12		Total			6	0	229100	0	114.55	114.55	0.00
		Average				0	38183	0	19.09	19.09	0.00
01/19/12		Total			5	0	184260	0	92.13	92.13	0.00
		Average				0	36852	0	18.43	18.43	0.00
01/20/12		Total			6	0	225240	0	112.62	112.62	0.00
		Average				0	37540	0	18.77	18.77	0.00
01/21/12		Total			2	0	61712	0	30.86	30.86	0.00
		Average				0	30856	0	15.43	15.43	0.00
01/23/12		Total			5	0	191200	0	95.60	95.60	0.00
		Average				0	38240	0	19.12	19.12	0.00
01/24/12		Total			4	0	131980	0	65.99	65.99	0.00
		Average				0	32995	0	16.50	16.50	0.00
01/25/12		Total			6	0	223800	0	111.90	111.90	0.00
		Average				0	37300	0	18.65	18.65	0.00
01/26/12		Total			4	0	99840	0	49.92	49.92	0.00
		Average				0	24960	0	12.48	12.48	0.00
01/27/12		Total			7	0	246880	0	123.44	123.44	0.00
		Average				0	35269	0	17.63	17.63	0.00
01/28/12		Total			2	0	55340	0	27.67	27.67	0.00
		Average				0	27670	0	13.84	13.84	0.00
01/30/12		Total			7	0	232340	0	116.17	116.17	0.00
		Average				0	33191	0	16.60	16.60	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 14

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
01/31/12				Total	6	0	184680	0	92.34	92.34	0.00
				Average		0	30780	0	15.39	15.39	0.00
02/01/12				Total	5	0	144580	0	72.29	72.29	0.00
				Average		0	28916	0	14.46	14.46	0.00
02/02/12				Total	3	0	95440	0	47.72	47.72	0.00
				Average		0	31813	0	15.91	15.91	0.00
02/03/12				Total	6	0	181760	0	90.88	90.88	0.00
				Average		0	30293	0	15.15	15.15	0.00
02/04/12				Total	2	0	57080	0	28.54	28.54	0.00
				Average		0	28540	0	14.27	14.27	0.00
02/06/12				Total	6	0	244152	0	122.08	122.08	0.00
				Average		0	40692	0	20.35	20.35	0.00
02/07/12				Total	5	0	164720	0	82.36	82.36	0.00
				Average		0	32944	0	16.47	16.47	0.00
02/08/12				Total	5	0	145200	0	72.60	72.60	0.00
				Average		0	29040	0	14.52	14.52	0.00
02/09/12				Total	4	0	132352	0	66.18	66.18	0.00
				Average		0	33088	0	16.55	16.55	0.00
02/10/12				Total	5	0	152992	0	76.50	76.50	0.00
				Average		0	30598	0	15.30	15.30	0.00
02/11/12				Total	3	0	107000	0	53.50	53.50	0.00
				Average		0	35667	0	17.83	17.83	0.00
02/13/12				Total	5	0	175472	0	87.74	87.74	0.00
				Average		0	35094	0	17.55	17.55	0.00
02/14/12				Total	6	0	179540	0	89.77	89.77	0.00
				Average		0	29923	0	14.96	14.96	0.00
02/15/12				Total	5	0	147080	0	73.54	73.54	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 15

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	29416	0	14.71	14.71	0.00
02/16/12				Total	5	0	149260	0	74.63	74.63	0.00
				Average		0	29852	0	14.93	14.93	0.00
02/17/12				Total	5	0	143360	0	71.68	71.68	0.00
				Average		0	28672	0	14.34	14.34	0.00
02/18/12				Total	3	0	73540	0	36.77	36.77	0.00
				Average		0	24513	0	12.26	12.26	0.00
02/20/12				Total	5	0	189300	0	94.65	94.65	0.00
				Average		0	37860	0	18.93	18.93	0.00
02/21/12				Total	6	0	195840	0	97.92	97.92	0.00
				Average		0	32640	0	16.32	16.32	0.00
02/22/12				Total	4	0	125400	0	62.70	62.70	0.00
				Average		0	31350	0	15.68	15.68	0.00
02/23/12				Total	4	0	112820	0	56.41	56.41	0.00
				Average		0	28205	0	14.10	14.10	0.00
02/24/12				Total	5	0	155520	0	77.76	77.76	0.00
				Average		0	31104	0	15.55	15.55	0.00
02/25/12				Total	2	0	53840	0	26.92	26.92	0.00
				Average		0	26920	0	13.46	13.46	0.00
02/27/12				Total	7	0	245860	0	122.93	122.93	0.00
				Average		0	35123	0	17.56	17.56	0.00
02/28/12				Total	5	0	146812	0	73.41	73.41	0.00
				Average		0	29362	0	14.68	14.68	0.00
02/29/12				Total	6	0	191380	0	95.69	95.69	0.00
				Average		0	31897	0	15.95	15.95	0.00
03/01/12				Total	5	0	168660	0	84.33	84.33	0.00
				Average		0	33732	0	16.87	16.87	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 16

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
03/02/12		Total			5	0	166272	0	83.14	83.14	0.00
		Average				0	33254	0	16.63	16.63	0.00
03/03/12		Total			3	0	82340	0	41.17	41.17	0.00
		Average				0	27447	0	13.72	13.72	0.00
03/05/12		Total			7	0	257592	0	128.80	128.80	0.00
		Average				0	36799	0	18.40	18.40	0.00
03/06/12		Total			5	0	158660	0	79.33	79.33	0.00
		Average				0	31732	0	15.87	15.87	0.00
03/07/12		Total			7	0	245480	0	122.74	122.74	0.00
		Average				0	35069	0	17.53	17.53	0.00
03/08/12		Total			4	0	110360	0	55.18	55.18	0.00
		Average				0	27590	0	13.80	13.80	0.00
03/09/12		Total			6	0	204920	0	102.46	102.46	0.00
		Average				0	34153	0	17.08	17.08	0.00
03/10/12		Total			3	0	77172	0	38.59	38.59	0.00
		Average				0	25724	0	12.86	12.86	0.00
03/12/12		Total			6	0	185880	0	92.94	92.94	0.00
		Average				0	30980	0	15.49	15.49	0.00
03/13/12		Total			5	0	141500	0	70.75	70.75	0.00
		Average				0	28300	0	14.15	14.15	0.00
03/14/12		Total			6	0	218612	0	109.31	109.31	0.00
		Average				0	36435	0	18.22	18.22	0.00
03/15/12		Total			5	0	137780	0	68.89	68.89	0.00
		Average				0	27556	0	13.78	13.78	0.00
03/16/12		Total			6	0	197652	0	98.83	98.83	0.00
		Average				0	32942	0	16.47	16.47	0.00
03/17/12		Total			3	0	75240	0	37.62	37.62	0.00
		Average				0	25080	0	12.54	12.54	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 17

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
03/19/12		Total			5	0	191840	0	95.92	95.92	0.00
		Average				0	38368	0	19.18	19.18	0.00
03/20/12		Total			6	0	154120	0	77.06	77.06	0.00
		Average				0	25687	0	12.84	12.84	0.00
03/21/12		Total			6	0	205200	0	102.60	102.60	0.00
		Average				0	34200	0	17.10	17.10	0.00
03/22/12		Total			5	0	133840	0	66.92	66.92	0.00
		Average				0	26768	0	13.38	13.38	0.00
03/23/12		Total			5	0	183640	0	91.82	91.82	0.00
		Average				0	36728	0	18.36	18.36	0.00
03/24/12		Total			3	0	97260	0	48.63	48.63	0.00
		Average				0	32420	0	16.21	16.21	0.00
03/26/12		Total			5	0	199120	0	99.56	99.56	0.00
		Average				0	39824	0	19.91	19.91	0.00
03/27/12		Total			6	0	198540	0	99.27	99.27	0.00
		Average				0	33090	0	16.55	16.55	0.00
03/28/12		Total			4	0	142500	0	71.25	71.25	0.00
		Average				0	35625	0	17.81	17.81	0.00
03/29/12		Total			5	0	181000	0	90.50	90.50	0.00
		Average				0	36200	0	18.10	18.10	0.00
03/30/12		Total			7	0	227960	0	113.98	113.98	0.00
		Average				0	32566	0	16.28	16.28	0.00
03/31/12		Total			3	0	91380	0	45.69	45.69	0.00
		Average				0	30460	0	15.23	15.23	0.00
04/02/12		Total			6	0	201852	0	100.93	100.93	0.00
		Average				0	33642	0	16.82	16.82	0.00
04/03/12		Total			5	0	160420	0	80.21	80.21	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 18

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	32084	0	16.04	16.04	0.00
04/04/12				Total	5	0	172280	0	86.14	86.14	0.00
				Average		0	34456	0	17.23	17.23	0.00
04/05/12				Total	3	0	107840	0	53.92	53.92	0.00
				Average		0	35947	0	17.97	17.97	0.00
04/07/12				Total	3	0	108180	0	54.09	54.09	0.00
				Average		0	36060	0	18.03	18.03	0.00
04/09/12				Total	6	0	230960	0	115.48	115.48	0.00
				Average		0	38493	0	19.25	19.25	0.00
04/10/12				Total	5	0	166820	0	83.41	83.41	0.00
				Average		0	33364	0	16.68	16.68	0.00
04/11/12				Total	8	0	281680	0	140.84	140.84	0.00
				Average		0	35210	0	17.61	17.61	0.00
04/12/12				Total	6	0	169100	0	84.55	84.55	0.00
				Average		0	28183	0	14.09	14.09	0.00
04/13/12				Total	6	0	179820	0	89.91	89.91	0.00
				Average		0	29970	0	14.99	14.99	0.00
04/14/12				Total	3	0	74820	0	37.41	37.41	0.00
				Average		0	24940	0	12.47	12.47	0.00
04/16/12				Total	5	0	158212	0	79.11	79.11	0.00
				Average		0	31642	0	15.82	15.82	0.00
04/17/12				Total	5	0	182860	0	91.43	91.43	0.00
				Average		0	36572	0	18.29	18.29	0.00
04/18/12				Total	5	0	190732	0	95.37	95.37	0.00
				Average		0	38146	0	19.07	19.07	0.00
04/19/12				Total	4	0	129880	0	64.94	64.94	0.00
				Average		0	32470	0	16.24	16.24	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 19

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
04/20/12				Total	6	0	224780	0	112.39	112.39	0.00
				Average		0	37463	0	18.73	18.73	0.00
04/21/12				Total	3	0	78032	0	39.02	39.02	0.00
				Average		0	26011	0	13.01	13.01	0.00
04/23/12				Total	5	0	182420	0	91.21	91.21	0.00
				Average		0	36484	0	18.24	18.24	0.00
04/24/12				Total	7	0	236020	0	118.01	118.01	0.00
				Average		0	33717	0	16.86	16.86	0.00
04/25/12				Total	5	0	165260	0	82.63	82.63	0.00
				Average		0	33052	0	16.53	16.53	0.00
04/26/12				Total	4	0	124020	0	62.01	62.01	0.00
				Average		0	31005	0	15.50	15.50	0.00
04/27/12				Total	6	0	208392	0	104.20	104.20	0.00
				Average		0	34732	0	17.37	17.37	0.00
04/28/12				Total	3	0	86840	0	43.42	43.42	0.00
				Average		0	28947	0	14.47	14.47	0.00
04/30/12				Total	5	0	178512	0	89.26	89.26	0.00
				Average		0	35702	0	17.85	17.85	0.00
05/01/12				Total	5	0	157272	0	78.64	78.64	0.00
				Average		0	31454	0	15.73	15.73	0.00
05/02/12				Total	6	0	213160	0	106.58	106.58	0.00
				Average		0	35527	0	17.76	17.76	0.00
05/03/12				Total	3	0	102192	0	51.10	51.10	0.00
				Average		0	34064	0	17.03	17.03	0.00
05/04/12				Total	6	0	204640	0	102.32	102.32	0.00
				Average		0	34107	0	17.05	17.05	0.00
05/05/12				Total	3	0	86560	0	43.28	43.28	0.00
				Average		0	28853	0	14.43	14.43	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 20

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
05/07/12				Total	5	0	156180	0	78.09	78.09	0.00
				Average		0	31236	0	15.62	15.62	0.00
05/08/12				Total	6	0	186440	0	93.22	93.22	0.00
				Average		0	31073	0	15.54	15.54	0.00
05/09/12				Total	4	0	116760	0	58.38	58.38	0.00
				Average		0	29190	0	14.60	14.60	0.00
05/10/12				Total	6	0	198260	0	99.13	99.13	0.00
				Average		0	33043	0	16.52	16.52	0.00
05/11/12				Total	6	0	214340	0	107.17	107.17	0.00
				Average		0	35723	0	17.86	17.86	0.00
05/12/12				Total	3	0	94800	0	47.40	47.40	0.00
				Average		0	31600	0	15.80	15.80	0.00
05/14/12				Total	4	0	178600	0	89.30	89.30	0.00
				Average		0	44650	0	22.33	22.33	0.00
05/15/12				Total	4	0	155080	0	77.54	77.54	0.00
				Average		0	38770	0	19.39	19.39	0.00
05/16/12				Total	7	0	283100	0	141.55	141.55	0.00
				Average		0	40443	0	20.22	20.22	0.00
05/17/12				Total	4	0	131080	0	65.54	65.54	0.00
				Average		0	32770	0	16.39	16.39	0.00
05/18/12				Total	5	0	183700	0	91.85	91.85	0.00
				Average		0	36740	0	18.37	18.37	0.00
05/19/12				Total	3	0	93080	0	46.54	46.54	0.00
				Average		0	31027	0	15.51	15.51	0.00
05/21/12				Total	5	0	188540	0	94.27	94.27	0.00
				Average		0	37708	0	18.85	18.85	0.00
05/22/12				Total	5	0	165180	0	82.59	82.59	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 21

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
				Average		0	33036	0	16.52	16.52	0.00
05/23/12				Total	5	0	200272	0	100.14	100.14	0.00
				Average		0	40054	0	20.03	20.03	0.00
05/24/12				Total	4	0	136560	0	68.28	68.28	0.00
				Average		0	34140	0	17.07	17.07	0.00
05/25/12				Total	6	0	214860	0	107.43	107.43	0.00
				Average		0	35810	0	17.91	17.91	0.00
05/26/12				Total	3	0	86320	0	43.16	43.16	0.00
				Average		0	28773	0	14.39	14.39	0.00
05/29/12				Total	7	0	262400	0	131.20	131.20	0.00
				Average		0	37486	0	18.74	18.74	0.00
05/30/12				Total	5	0	173000	0	86.50	86.50	0.00
				Average		0	34600	0	17.30	17.30	0.00
05/31/12				Total	5	0	161280	0	80.64	80.64	0.00
				Average		0	32256	0	16.13	16.13	0.00
06/01/12				Total	6	0	198340	0	99.17	99.17	0.00
				Average		0	33057	0	16.53	16.53	0.00
06/02/12				Total	2	0	65320	0	32.66	32.66	0.00
				Average		0	32660	0	16.33	16.33	0.00
06/04/12				Total	6	0	233840	0	116.92	116.92	0.00
				Average		0	38973	0	19.49	19.49	0.00
06/05/12				Total	4	0	123240	0	61.62	61.62	0.00
				Average		0	30810	0	15.41	15.41	0.00
06/06/12				Total	6	0	210200	0	105.10	105.10	0.00
				Average		0	35033	0	17.52	17.52	0.00
06/07/12				Total	4	0	122780	0	61.39	61.39	0.00
				Average		0	30695	0	15.35	15.35	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 22

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
06/08/12		Total			7	0	251752	0	125.88	125.88	0.00
		Average				0	35965	0	17.98	17.98	0.00
06/09/12		Total			3	0	87980	0	43.99	43.99	0.00
		Average				0	29327	0	14.66	14.66	0.00
06/11/12		Total			5	0	186800	0	93.40	93.40	0.00
		Average				0	37360	0	18.68	18.68	0.00
06/12/12		Total			5	0	194120	0	97.06	97.06	0.00
		Average				0	38824	0	19.41	19.41	0.00
06/13/12		Total			5	0	183380	0	91.69	91.69	0.00
		Average				0	36676	0	18.34	18.34	0.00
06/14/12		Total			4	0	116680	0	58.34	58.34	0.00
		Average				0	29170	0	14.59	14.59	0.00
06/15/12		Total			7	0	232620	0	116.31	116.31	0.00
		Average				0	33231	0	16.62	16.62	0.00
06/16/12		Total			2	0	62780	0	31.39	31.39	0.00
		Average				0	31390	0	15.70	15.70	0.00
06/18/12		Total			5	0	186340	0	93.17	93.17	0.00
		Average				0	37268	0	18.63	18.63	0.00
06/19/12		Total			7	0	237520	0	118.76	118.76	0.00
		Average				0	33931	0	16.97	16.97	0.00
06/20/12		Total			6	0	231720	0	115.86	115.86	0.00
		Average				0	38620	0	19.31	19.31	0.00
06/21/12		Total			3	0	99120	0	49.56	49.56	0.00
		Average				0	33040	0	16.52	16.52	0.00
06/22/12		Total			6	0	211460	0	105.73	105.73	0.00
		Average				0	35243	0	17.62	17.62	0.00
06/23/12		Total			3	0	101720	0	50.86	50.86	0.00
		Average				0	33907	0	16.95	16.95	0.00

Date 03/01/13
Time 12:34:57

Yadkin County, NC

Page 23

Material Analysis Report by Date

Outbound materials only for the period 07/01/2011 - 06/30/2012

Summary Report for Sites: 1, 2

Accounts 80 - 80 Customer Types - Z Materials - ZZZZZZZZZZ Material Types - Z

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
06/25/12				Total	5	0	185460	0	92.73	92.73	0.00
				Average		0	37092	0	18.55	18.55	0.00
06/26/12				Total	5	0	156420	0	78.21	78.21	0.00
				Average		0	31284	0	15.64	15.64	0.00
06/27/12				Total	7	0	256900	0	128.45	128.45	0.00
				Average		0	36700	0	18.35	18.35	0.00
06/28/12				Total	4	0	140120	0	70.06	70.06	0.00
				Average		0	35030	0	17.52	17.52	0.00
06/29/12				Total	5	0	168600	0	84.30	84.30	0.00
				Average		0	33720	0	16.86	16.86	0.00
06/30/12				Total	3	0	90860	0	45.43	45.43	0.00
				Average		0	30287	0	15.14	15.14	0.00
				Report Total	1529	0	50855960	0	25428.12	25428.12	0.00
				Report Average		0	33261	0	16.63	16.63	0.00

Detail Customer Activity Report

January 01, 2013 to January 31, 2013

Facility: RS-FOOTHILLS ENVIRONMENTAL

All Ticket Types
History and Waiting

Specific Customer: 764

000764- YADKIN COUNTY TRANSFER

Ticket Date	Facility & Ticket Number			Contract	Truck #	Container	Material	Material Rate		Billing Quantity		Material Total	Tax Total	Total
01/01/2013	I	01	909874	YADKIN CO TRANSFER	HIL7472	T-7629	MSW	48.03	F	11.97	TN	\$574.92	\$23.94	\$598.86
01/01/2013	I	01	909900	YADKIN CO TRANSFER	HIL7464	T-8613	MSW	48.03	F	16.40	TN	\$787.69	\$32.80	\$820.49
01/01/2013	I	01	909901	YADKIN CO TRANSFER	HIL7472	T-6623	MSW	48.03	F	7.63	TN	\$366.47	\$15.26	\$381.73
01/02/2013	I	01	909920	YADKIN CO TRANSFER	HIL9479	T-712	MSW	48.03	F	17.15	TN	\$823.71	\$34.30	\$858.01
01/02/2013	I	01	909952	YADKIN CO TRANSFER	HIL7472	T-5718	MSW	48.03	F	23.20	TN	\$1,114.30	\$46.40	\$1,160.70
01/02/2013	I	01	909971	YADKIN CO TRANSFER	HIL9479	T-6602	MSW	48.03	F	17.70	TN	\$850.13	\$35.40	\$885.53
01/02/2013	I	01	910007	YADKIN CO TRANSFER	HIL7472	T-712	MSW	48.03	F	12.05	TN	\$578.76	\$24.10	\$602.86
01/02/2013	I	01	910017	YADKIN CO TRANSFER	HIL7468	T-705	MSW	48.03	F	16.07	TN	\$771.84	\$32.14	\$803.98
01/03/2013	I	01	910035	YADKIN CO TRANSFER	HIL9479	T-5714	MSW	48.03	F	12.10	TN	\$581.16	\$24.20	\$605.36
01/03/2013	I	01	910042	YADKIN CO TRANSFER	HIL7472	T-8645	MSW	48.03	F	11.72	TN	\$562.91	\$23.44	\$586.35
01/03/2013	I	01	910053	YADKIN CO TRANSFER	HIL7464	T-7629	MSW	48.03	F	12.06	TN	\$579.24	\$24.12	\$603.36
01/03/2013	I	01	910077	YADKIN CO TRANSFER	HIL9479	T-5718	MSW	48.03	F	15.49	TN	\$743.98	\$30.98	\$774.96
01/03/2013	I	01	910089	YADKIN CO TRANSFER	HIL7472	T-707	MSW	48.03	F	17.06	TN	\$819.39	\$34.12	\$853.51
01/03/2013	I	01	910146	YADKIN CO TRANSFER	HIL7468	T-702	MSW	48.03	F	15.10	TN	\$725.25	\$30.20	\$755.45
01/04/2013	I	01	910150	YADKIN CO TRANSFER	HIL9479	T-712	MSW	48.03	F	12.35	TN	\$593.17	\$24.70	\$617.87
01/04/2013	I	01	910158	YADKIN CO TRANSFER	HIL7472	T-707	MSW	48.03	F	9.65	TN	\$463.49	\$19.30	\$482.79
01/04/2013	I	01	910178	YADKIN CO TRANSFER	HIL331	T-5682	MSW	48.03	F	13.53	TN	\$649.85	\$27.06	\$676.91
01/04/2013	I	01	910201	YADKIN CO TRANSFER	HIL9479	T-7625	MSW	48.03	F	17.19	TN	\$825.64	\$34.38	\$860.02
01/04/2013	I	01	910204	YADKIN CO TRANSFER	HIL7468	T-5721	MSW	48.03	F	10.79	TN	\$518.24	\$21.58	\$539.82
01/04/2013	I	01	910234	YADKIN CO TRANSFER	HIL7464	T-712	MSW	48.03	F	14.24	TN	\$683.95	\$28.48	\$712.43
01/04/2013	I	01	910237	YADKIN CO TRANSFER	HIL331	T-6608	MSW	48.03	F	11.82	TN	\$567.71	\$23.64	\$591.35
01/04/2013	I	01	910262	YADKIN CO TRANSFER	HIL7468	T-8645	MSW	48.03	F	14.31	TN	\$687.31	\$28.62	\$715.93
01/05/2013	I	01	910275	YADKIN CO TRANSFER	HIL9479	T-5679	MSW	48.03	F	12.81	TN	\$615.26	\$25.62	\$640.88
01/05/2013	I	01	910276	YADKIN CO TRANSFER	HIL331	T-5682	MSW	48.03	F	13.80	TN	\$662.81	\$27.60	\$690.41
01/05/2013	I	01	910278	YADKIN CO TRANSFER	HIL329	T-5714	MSW	48.03	F	12.14	TN	\$583.08	\$24.28	\$607.36
01/05/2013	I	01	910283	YADKIN CO TRANSFER	HIL5315	T-7627	MSW	48.03	F	10.11	TN	\$485.58	\$20.22	\$505.80
01/05/2013	I	01	910303	YADKIN CO TRANSFER	HIL9479	T-5721	MSW	48.03	F	10.50	TN	\$504.32	\$21.00	\$525.32
01/05/2013	I	01	910311	YADKIN CO TRANSFER	HIL329	T-8613	MSW	48.03	F	4.67	TN	\$224.30	\$9.34	\$233.64
01/05/2013	I	01	910314	YADKIN CO TRANSFER	HIL331	T-6623	MSW	48.03	F	9.62	TN	\$462.05	\$19.24	\$481.29
01/05/2013	I	01	910317	YADKIN CO TRANSFER	HIL5315	T-702	MSW	48.03	F	8.21	TN	\$394.33	\$16.42	\$410.75
01/07/2013	I	01	910335	YADKIN CO TRANSFER	HIL9479	T-5682	MSW	48.03	F	10.23	TN	\$491.35	\$20.46	\$511.81
01/07/2013	I	01	910354	YADKIN CO TRANSFER	HIL7464	T-5679	MSW	48.03	F	8.81	TN	\$423.14	\$17.62	\$440.76
01/07/2013	I	01	910390	YADKIN CO TRANSFER	HIL9479	T-5714	MSW	48.03	F	10.91	TN	\$524.01	\$21.82	\$545.83
01/07/2013	I	01	910395	YADKIN CO TRANSFER	HIL9480	T-8613	MSW	48.03	F	19.97	TN	\$959.16	\$39.94	\$999.10
01/07/2013	I	01	910396	YADKIN CO TRANSFER	HIL9487	T-5685	MSW	48.03	F	11.61	TN	\$557.63	\$23.22	\$580.85
01/07/2013	I	01	910470	YADKIN CO TRANSFER	HIL9487	T-8636	MSW	48.03	F	12.67	TN	\$608.54	\$25.34	\$633.88
01/08/2013	I	01	910491	YADKIN CO TRANSFER	HIL7468	T-7627	MSW	48.03	F	13.80	TN	\$662.81	\$27.60	\$690.41
01/08/2013	I	01	910507	YADKIN CO TRANSFER	HIL5315	T-712	MSW	48.03	F	11.19	TN	\$537.46	\$22.38	\$559.84

Detail Customer Activity Report

January 01, 2013 to January 31, 2013

Facility: RS-FOOTHILLS ENVIRONMENTAL

All Ticket Types
History and Waiting

Specific Customer: 764

000764- YADKIN COUNTY TRANSFER

Ticket Date	Facility & Ticket			Truck #	Container	Material	Material		Billing		Material Total	Tax Total	Total	
	Number	Contract	Rate				Quantity							
01/08/2013	I	01	910513	YADKIN CO TRANSFER	HIL329	T-5716	MSW	48.03	F	8.33	TN	\$400.09	\$16.66	\$416.75
01/08/2013	I	01	910526	YADKIN CO TRANSFER	HIL7468	T-5718	MSW	48.03	F	17.50	TN	\$840.53	\$35.00	\$875.53
01/08/2013	I	01	910533	YADKIN CO TRANSFER	HIL334	T-8613	MSW	48.03	F	7.89	TN	\$378.96	\$15.78	\$394.74
01/08/2013	I	01	910560	YADKIN CO TRANSFER	HIL5315	T-7627	MSW	48.03	F	9.55	TN	\$458.69	\$19.10	\$477.79
01/08/2013	I	01	910562	YADKIN CO TRANSFER	HIL329	T-702	MSW	48.03	F	12.74	TN	\$611.90	\$25.48	\$637.38
01/08/2013	I	01	910594	YADKIN CO TRANSFER	HIL334	T-8633	MSW	48.03	F	10.84	TN	\$520.65	\$21.68	\$542.33
01/09/2013	I	01	910617	YADKIN CO TRANSFER	HIL9479	T-5716	MSW	48.03	F	13.39	TN	\$643.12	\$26.78	\$669.90
01/09/2013	I	01	910618	YADKIN CO TRANSFER	HIL9487	T-5685	MSW	48.03	F	8.68	TN	\$416.90	\$17.36	\$434.26
01/09/2013	I	01	910623	YADKIN CO TRANSFER	HIL7452	T-5682	MSW	48.03	F	11.25	TN	\$540.34	\$22.50	\$562.84
01/09/2013	I	01	910627	YADKIN CO TRANSFER	HIL7464	T-712	MSW	48.03	F	7.09	TN	\$340.53	\$14.18	\$354.71
01/09/2013	I	01	910636	YADKIN CO TRANSFER	HIL5315	T-6602	MSW	48.03	F	9.70	TN	\$465.89	\$19.40	\$485.29
01/09/2013	I	01	910657	YADKIN CO TRANSFER	HIL334	T-7627	MSW	48.03	F	10.06	TN	\$483.18	\$20.12	\$503.30
01/09/2013	I	01	910672	YADKIN CO TRANSFER	HIL9479	T-8613	MSW	48.03	F	15.39	TN	\$739.18	\$30.78	\$769.96
01/09/2013	I	01	910678	YADKIN CO TRANSFER	HIL9487	T-5689	MSW	48.03	F	11.35	TN	\$545.14	\$22.70	\$567.84
01/09/2013	I	01	910679	YADKIN CO TRANSFER	HIL7452	T-7628	MSW	48.03	F	12.80	TN	\$614.78	\$25.60	\$640.38
01/09/2013	I	01	910702	YADKIN CO TRANSFER	HIL5315	T-5679	MSW	48.03	F	10.92	TN	\$524.49	\$21.84	\$546.33
01/09/2013	I	01	910734	YADKIN CO TRANSFER	HIL334	T-8645	MSW	48.03	F	9.16	TN	\$439.95	\$18.32	\$458.27
01/09/2013	I	01	910738	YADKIN CO TRANSFER	HIL9487	T-8636	MSW	48.03	F	10.69	TN	\$513.44	\$21.38	\$534.82
01/10/2013	I	01	910753	YADKIN CO TRANSFER	HIL7464	T-5716	MSW	48.03	F	8.83	TN	\$424.10	\$17.66	\$441.76
01/10/2013	I	01	910761	YADKIN CO TRANSFER	HIL7464	T-702	MSW	48.03	F	13.16	TN	\$632.07	\$26.32	\$658.39
01/10/2013	I	01	910762	YADKIN CO TRANSFER	HIL9487	T-5682	MSW	48.03	F	18.47	TN	\$887.11	\$36.94	\$924.05
01/10/2013	I	01	910767	YADKIN CO TRANSFER	HIL5315	T-8633	MSW	48.03	F	14.26	TN	\$684.91	\$28.52	\$713.43
01/10/2013	I	01	910783	YADKIN CO TRANSFER	HIL334	T-7627	MSW	48.03	F	10.21	TN	\$490.39	\$20.42	\$510.81
01/10/2013	I	01	910804	YADKIN CO TRANSFER	HIL9479	T-8645	MSW	48.03	F	7.22	TN	\$346.78	\$14.44	\$361.22
01/10/2013	I	01	910807	YADKIN CO TRANSFER	HIL9487	T-5685	MSW	48.03	F	14.97	TN	\$719.01	\$29.94	\$748.95
01/10/2013	I	01	910816	YADKIN CO TRANSFER	HIL5315	T-712	MSW	48.03	F	13.07	TN	\$627.75	\$26.14	\$653.89
01/10/2013	I	01	910843	YADKIN CO TRANSFER	HIL7468	T-5686	MSW	48.03	F	11.26	TN	\$540.82	\$22.52	\$563.34
01/10/2013	I	01	910844	YADKIN CO TRANSFER	HIL334	T-707	MSW	48.03	F	11.39	TN	\$547.06	\$22.78	\$569.84
01/11/2013	I	01	910862	YADKIN CO TRANSFER	HIL9489	T-5716	MSW	48.03	F	5.25	TN	\$252.16	\$10.50	\$262.66
01/11/2013	I	01	910870	YADKIN CO TRANSFER	HIL9487	T-7627	MSW	48.03	F	6.76	TN	\$324.68	\$13.52	\$338.20
01/11/2013	I	01	910887	YADKIN CO TRANSFER	HIL7472	T-5679	MSW	48.03	F	15.52	TN	\$745.43	\$31.04	\$776.47
01/11/2013	I	01	910889	YADKIN CO TRANSFER	HIL5315	T-6608	MSW	48.03	F	5.49	TN	\$263.68	\$10.98	\$274.66
01/11/2013	I	01	910903	YADKIN CO TRANSFER	HIL9489	T-5682	MSW	48.03	F	15.75	TN	\$756.47	\$31.50	\$787.97
01/11/2013	I	01	910913	YADKIN CO TRANSFER	HIL9487	T-712	MSW	48.03	F	12.15	TN	\$583.56	\$24.30	\$607.86
01/11/2013	I	01	910940	YADKIN CO TRANSFER	HIL7472	T-707	MSW	48.03	F	13.28	TN	\$637.84	\$26.56	\$664.40
01/11/2013	I	01	910943	YADKIN CO TRANSFER	HIL5315	T-7627	MSW	48.03	F	13.70	TN	\$658.01	\$27.40	\$685.41
01/11/2013	I	01	910951	YADKIN CO TRANSFER	HIL7468	T-5689	MSW	48.03	F	16.09	TN	\$772.80	\$32.18	\$804.98
01/12/2013	I	01	910956	YADKIN CO TRANSFER	HIL9479	T-5679	MSW	48.03	F	8.54	TN	\$410.18	\$17.08	\$427.26
01/12/2013	I	01	910988	YADKIN CO TRANSFER	HIL9479	T-5716	MSW	48.03	F	13.64	TN	\$655.13	\$27.28	\$682.41

Detail Customer Activity Report

January 01, 2013 to January 31, 2013

Facility: RS-FOOTHILLS ENVIRONMENTAL

All Ticket Types
History and Waiting

Specific Customer: 764

000764- YADKIN COUNTY TRANSFER

Ticket Date	Facility & Ticket			Truck #	Container	Material	Material		Billing		Material		Tax	
	Number	Contract	Rate				Quantity	Total	Total	Total				
01/12/2013	I	01	910996	YADKIN CO TRANSFER	HIL7468	T-6608	MSW	48.03	F	17.70	TN	\$850.13	\$35.40	\$885.53
01/14/2013	I	01	911010	YADKIN CO TRANSFER	HIL9479	T-5718	MSW	48.03	F	13.19	TN	\$633.52	\$26.38	\$659.90
01/14/2013	I	01	911011	YADKIN CO TRANSFER	HIL7464	T-8633	MSW	48.03	F	13.04	TN	\$626.31	\$26.08	\$652.39
01/14/2013	I	01	911038	YADKIN CO TRANSFER	HIL7472	T-705	MSW	48.03	F	15.93	TN	\$765.12	\$31.86	\$796.98
01/14/2013	I	01	911052	YADKIN CO TRANSFER	HIL9479	T-5679	MSW	48.03	F	19.67	TN	\$944.75	\$39.34	\$984.09
01/14/2013	I	01	911061	YADKIN CO TRANSFER	HIL9487	T-5684	MSW	48.03	F	11.69	TN	\$561.47	\$23.38	\$584.85
01/14/2013	I	01	911111	YADKIN CO TRANSFER	HIL9487	T-8634	MSW	48.03	F	16.93	TN	\$813.15	\$33.86	\$847.01
01/15/2013	I	01	911122	YADKIN CO TRANSFER	HIL9479	T-707	MSW	48.03	F	17.90	TN	\$859.74	\$35.80	\$895.54
01/15/2013	I	01	911126	YADKIN CO TRANSFER	HIL7472	T-711	MSW	48.03	F	17.45	TN	\$838.12	\$34.90	\$873.02
01/15/2013	I	01	911137	YADKIN CO TRANSFER	HIL7464	T-5718	MSW	48.03	F	12.83	TN	\$616.22	\$25.66	\$641.88
01/15/2013	I	01	911157	YADKIN CO TRANSFER	HIL9479	T-8645	MSW	48.03	F	17.30	TN	\$830.92	\$34.60	\$865.52
01/15/2013	I	01	911166	YADKIN CO TRANSFER	HIL7472	T-5684	MSW	48.03	F	19.23	TN	\$923.62	\$38.46	\$962.08
01/16/2013	I	01	911219	YADKIN CO TRANSFER	HIL9479	T-711	MSW	48.03	F	13.15	TN	\$631.59	\$26.30	\$657.89
01/16/2013	I	01	911226	YADKIN CO TRANSFER	HIL7472	T-8633	MSW	48.03	F	21.37	TN	\$1,026.40	\$42.74	\$1,069.14
01/16/2013	I	01	911256	YADKIN CO TRANSFER	HIL7468	T-5679	MSW	48.03	F	18.97	TN	\$911.13	\$37.94	\$949.07
01/16/2013	I	01	911259	YADKIN CO TRANSFER	HIL7472	T-5681	MSW	48.03	F	19.09	TN	\$916.89	\$38.18	\$955.07
01/16/2013	I	01	911275	YADKIN CO TRANSFER	HIL7464	T-5684	MSW	48.03	F	15.96	TN	\$766.56	\$31.92	\$798.48
01/16/2013	I	01	911301	YADKIN CO TRANSFER	HIL9479	T-6602	MSW	48.03	F	9.60	TN	\$461.09	\$19.20	\$480.29
01/16/2013	I	01	911308	YADKIN CO TRANSFER	HIL7468	T-5718	MSW	48.03	F	22.08	TN	\$1,060.50	\$44.16	\$1,104.66
01/17/2013	I	01	911316	YADKIN CO TRANSFER	HIL9489	T-5682	MSW	48.03	F	24.29	TN	\$1,166.65	\$48.58	\$1,215.23
01/17/2013	I	01	911325	YADKIN CO TRANSFER	HIL7472	T-8645	MSW	48.03	F	16.10	TN	\$773.28	\$32.20	\$805.48
01/17/2013	I	01	911353	YADKIN CO TRANSFER	HIL9489	T-707	MSW	48.03	F	17.80	TN	\$854.93	\$35.60	\$890.53
01/17/2013	I	01	911375	YADKIN CO TRANSFER	HIL7472	T-705	MSW	48.03	F	10.05	TN	\$482.70	\$20.10	\$502.80
01/18/2013	I	01	911427	YADKIN CO TRANSFER	HIL7464	T-5679	MSW	48.03	F	13.63	TN	\$654.65	\$27.26	\$681.91
01/18/2013	I	01	911428	YADKIN CO TRANSFER	HIL7472	T-5682	MSW	48.03	F	21.54	TN	\$1,034.57	\$43.08	\$1,077.65
01/18/2013	I	01	911451	YADKIN CO TRANSFER	HIL9489	T-5689	MSW	48.03	F	20.57	TN	\$987.98	\$41.14	\$1,029.12
01/18/2013	I	01	911479	YADKIN CO TRANSFER	HIL7464	T-7625	MSW	48.03	F	13.62	TN	\$654.17	\$27.24	\$681.41
01/19/2013	I	01	911501	YADKIN CO TRANSFER	HIL9489	T-8645	MSW	48.03	F	19.34	TN	\$928.90	\$38.68	\$967.58
01/19/2013	I	01	911502	YADKIN CO TRANSFER	HIL334	T-705	MSW	48.03	F	14.47	TN	\$694.99	\$28.94	\$723.93
01/19/2013	I	01	911504	YADKIN CO TRANSFER	HIL7464	T-8633	MSW	48.03	F	20.50	TN	\$984.62	\$41.00	\$1,025.62
01/19/2013	I	01	911528	YADKIN CO TRANSFER	HIL7468	T-707	MSW	48.03	F	13.93	TN	\$669.06	\$27.86	\$696.92
01/21/2013	I	01	911536	YADKIN CO TRANSFER	HIL9479	T-6608	MSW	48.03	F	19.14	TN	\$919.29	\$38.28	\$957.57
01/21/2013	I	01	911547	YADKIN CO TRANSFER	HIL334	T-7625	MSW	48.03	F	14.12	TN	\$678.18	\$28.24	\$706.42
01/21/2013	I	01	911581	YADKIN CO TRANSFER	HIL9479	T-702	MSW	48.03	F	18.38	TN	\$882.79	\$36.76	\$919.55
01/21/2013	I	01	911591	YADKIN CO TRANSFER	HIL334	T-5679	MSW	48.03	F	19.62	TN	\$942.35	\$39.24	\$981.59
01/21/2013	I	01	911603	YADKIN CO TRANSFER	HIL7464	T-6608	MSW	48.03	F	9.84	TN	\$472.62	\$19.68	\$492.30
01/21/2013	I	01	911624	YADKIN CO TRANSFER	HIL7468	T-5689	MSW	48.03	F	23.88	TN	\$1,146.96	\$47.76	\$1,194.72
01/22/2013	I	01	911654	YADKIN CO TRANSFER	HIL9479	T-5686	MSW	48.03	F	20.60	TN	\$989.42	\$41.20	\$1,030.62
01/22/2013	I	01	911665	YADKIN CO TRANSFER	HIL334	T-705	MSW	48.03	F	17.21	TN	\$826.60	\$34.42	\$861.02

Detail Customer Activity Report

January 01, 2013 to January 31, 2013

Facility: RS-FOOTHILLS ENVIRONMENTAL

All Ticket Types
History and Waiting

Specific Customer: 764

000764- YADKIN COUNTY TRANSFER

Ticket Date	Facility & Ticket			Truck #	Container	Material	Material		Billing		Material Total	Tax Total	Total	
	Number	Contract	Rate				Quantity							
01/22/2013	I	01	911716	YADKIN CO TRANSFER	HIL9479	T-6602	MSW	48.03	F	21.24	TN	\$1,020.16	\$42.48	\$1,062.64
01/22/2013	I	01	911731	YADKIN CO TRANSFER	HIL7468	T-7625	MSW	48.03	F	16.15	TN	\$775.68	\$32.30	\$807.98
01/22/2013	I	01	911797	YADKIN CO TRANSFER	HIL7468	T-7629	MSW	48.03	F	22.05	TN	\$1,059.06	\$44.10	\$1,103.16
01/23/2013	I	01	911805	YADKIN CO TRANSFER	HIL9479	T-5686	MSW	48.03	F	18.95	TN	\$910.17	\$37.90	\$948.07
01/23/2013	I	01	911812	YADKIN CO TRANSFER	HIL334	T-5716	MSW	48.03	F	17.53	TN	\$841.97	\$35.06	\$877.03
01/23/2013	I	01	911818	YADKIN CO TRANSFER	HIL7463	T-5714	MSW	48.03	F	14.40	TN	\$691.63	\$28.80	\$720.43
01/23/2013	I	01	911821	YADKIN CO TRANSFER	HIL7464	T-5679	MSW	48.03	F	17.40	TN	\$835.72	\$34.80	\$870.52
01/23/2013	I	01	911829	YADKIN CO TRANSFER	HIL5315	T-5682	MSW	48.03	F	16.20	TN	\$778.09	\$32.40	\$810.49
01/23/2013	I	01	911874	YADKIN CO TRANSFER	HIL9479	T-5681	MSW	48.03	F	19.43	TN	\$933.22	\$38.86	\$972.08
01/23/2013	I	01	911891	YADKIN CO TRANSFER	HIL7463	T-6602	MSW	48.03	F	10.68	TN	\$512.96	\$21.36	\$534.32
01/23/2013	I	01	911914	YADKIN CO TRANSFER	HIL5315	T-7625	MSW	48.03	F	12.09	TN	\$580.68	\$24.18	\$604.86
01/23/2013	I	01	911931	YADKIN CO TRANSFER	HIL334	T-705	MSW	48.03	F	15.53	TN	\$745.91	\$31.06	\$776.97
01/24/2013	I	01	911960	YADKIN CO TRANSFER	HIL9479	T-5686	MSW	48.03	F	13.94	TN	\$669.54	\$27.88	\$697.42
01/24/2013	I	01	911967	YADKIN CO TRANSFER	HIL7464	T-8613	MSW	48.03	F	13.47	TN	\$646.96	\$26.94	\$673.90
01/24/2013	I	01	911968	YADKIN CO TRANSFER	HIL334	T-5682	MSW	48.03	F	14.62	TN	\$702.20	\$29.24	\$731.44
01/24/2013	I	01	911977	YADKIN CO TRANSFER	HIL5315	T-5714	MSW	48.03	F	15.89	TN	\$763.20	\$31.78	\$794.98
01/24/2013	I	01	912017	YADKIN CO TRANSFER	HIL9479	T-6608	MSW	48.03	F	13.66	TN	\$656.09	\$27.32	\$683.41
01/24/2013	I	01	912045	YADKIN CO TRANSFER	HIL5315	T-7625	MSW	48.03	F	12.41	TN	\$596.05	\$24.82	\$620.87
01/25/2013	I	01	912094	YADKIN CO TRANSFER	HIL9479	T-705	MSW	48.03	F	12.55	TN	\$602.78	\$25.10	\$627.88
01/25/2013	I	01	912102	YADKIN CO TRANSFER	HIL7472	T-8645	MSW	48.03	F	16.53	TN	\$793.94	\$33.06	\$827.00
01/28/2013	I	01	912171	YADKIN CO TRANSFER	HIL9479	T-705	MSW	48.03	F	14.81	TN	\$711.32	\$29.62	\$740.94
01/28/2013	I	01	912184	YADKIN CO TRANSFER	HIL7463	T-5682	MSW	48.03	F	20.06	TN	\$963.48	\$40.12	\$1,003.60
01/28/2013	I	01	912185	YADKIN CO TRANSFER	HIL7472	T-5718	MSW	48.03	F	19.93	TN	\$957.24	\$39.86	\$997.10
01/28/2013	I	01	912193	YADKIN CO TRANSFER	HIL5315	T-710	MSW	48.03	F	12.51	TN	\$600.86	\$25.02	\$625.88
01/28/2013	I	01	912215	YADKIN CO TRANSFER	HIL9479	T-8645	MSW	48.03	F	15.90	TN	\$763.68	\$31.80	\$795.48
01/28/2013	I	01	912238	YADKIN CO TRANSFER	HIL7463	T-5714	MSW	48.03	F	14.32	TN	\$687.79	\$28.64	\$716.43
01/28/2013	I	01	912250	YADKIN CO TRANSFER	HIL5315	T-6602	MSW	48.03	F	22.60	TN	\$1,085.48	\$45.20	\$1,130.68
01/29/2013	I	01	912303	YADKIN CO TRANSFER	HIL9479	T-6623	MSW	48.03	F	17.88	TN	\$858.78	\$35.76	\$894.54
01/29/2013	I	01	912308	YADKIN CO TRANSFER	HIL5315	T-5679	MSW	48.03	F	19.24	TN	\$924.10	\$38.48	\$962.58
01/29/2013	I	01	912312	YADKIN CO TRANSFER	HIL9487	T-5686	MSW	48.03	F	16.09	TN	\$772.80	\$32.18	\$804.98
01/29/2013	I	01	912314	YADKIN CO TRANSFER	HIL7463	T-5689	MSW	48.03	F	15.03	TN	\$721.89	\$30.06	\$751.95
01/29/2013	I	01	912319	YADKIN CO TRANSFER	HIL7472	T-5682	MSW	48.03	F	16.73	TN	\$803.54	\$33.46	\$837.00
01/29/2013	I	01	912356	YADKIN CO TRANSFER	HIL9479	T-710	MSW	48.03	F	18.53	TN	\$890.00	\$37.06	\$927.06
01/29/2013	I	01	912365	YADKIN CO TRANSFER	HIL5315	T-705	MSW	48.03	F	13.30	TN	\$638.80	\$26.60	\$665.40
01/29/2013	I	01	912369	YADKIN CO TRANSFER	HIL9487	T-5678	MSW	48.03	F	17.31	TN	\$831.40	\$34.62	\$866.02
01/29/2013	I	01	912375	YADKIN CO TRANSFER	HIL7463	T-6602	MSW	48.03	F	14.38	TN	\$690.67	\$28.76	\$719.43
01/30/2013	I	01	912442	YADKIN CO TRANSFER	HIL9479	T-707	MSW	48.03	F	10.99	TN	\$527.85	\$21.98	\$549.83
01/30/2013	I	01	912448	YADKIN CO TRANSFER	HIL7472	T-711	MSW	48.03	F	13.88	TN	\$666.66	\$27.76	\$694.42
01/30/2013	I	01	912484	YADKIN CO TRANSFER	HIL9479	T-6616	MSW	48.03	F	17.72	TN	\$851.09	\$35.44	\$886.53

All Ticket Types
History and Waiting

Detail Customer Activity Report

January 01, 2013 to January 31, 2013

Facility: RS-FOOTHILLS ENVIRONMENTAL

Specific Customer: 764

000764- YADKIN COUNTY TRANSFER

Ticket	Facility & Ticket							Material		Billing		Material	Tax		
Date		Number	Contract		Truck #	Container	Material		Rate	Quantity		Total	Total	Total	
01/30/2013	I	01	912486	YADKIN CO TRANSFER	HIL7468	T-5679	MSW		48.03	F	16.10	TN	\$773.28	\$32.20	\$805.48
01/30/2013	I	01	912518	YADKIN CO TRANSFER	HIL7472	T-710	MSW		48.03	F	20.60	TN	\$989.42	\$41.20	\$1,030.62
01/30/2013	I	01	912525	YADKIN CO TRANSFER	HIL7468	T-5686	MSW		48.03	F	19.97	TN	\$959.16	\$39.94	\$999.10
01/31/2013	I	01	912536	YADKIN CO TRANSFER	HIL9479	T-5689	MSW		48.03	F	15.29	TN	\$734.38	\$30.58	\$764.96
01/31/2013	I	01	912541	YADKIN CO TRANSFER	HIL7472	T-707	MSW		48.03	F	19.48	TN	\$935.62	\$38.96	\$974.58
01/31/2013	I	01	912570	YADKIN CO TRANSFER	HIL9479	T-7629	MSW		48.03	F	14.20	TN	\$682.03	\$28.40	\$710.43
01/31/2013	I	01	912574	YADKIN CO TRANSFER	HIL7468	T-8645	MSW		48.03	F	18.20	TN	\$874.15	\$36.40	\$910.55
01/31/2013	I	01	912595	YADKIN CO TRANSFER	HIL7462	T-5716	MSW		48.03	F	21.10	TN	\$1,013.43	\$42.20	\$1,055.63

Tickets Reported:	163	Items Reported:	163	Customer Totals:	\$113,809.49	\$4,739.10	\$118,548.59
-------------------	-----	-----------------	-----	------------------	--------------	------------	--------------

Material Summary	Weight		Volume		Count		Billing Quantity	Material Total	Tax Total	Total
	Inbound	Outbound	Inbound	Outbound	Inbound	Outbound				
AA - MSW	2,369.55	0.00 TN	18,100.00	0.00 YD	0.00	0.00 EA	2,369.55 TN	\$113,809.49	\$4,739.10	\$118,548.59

Tickets Reported:	163	Items Reported:	163	Cash Totals:			
				Invoice Totals:	\$113,809.49	\$4,739.10	\$118,548.59
				Report Totals:	\$113,809.49	\$4,739.10	\$118,548.59



Activity by Customer, Year & Month

Date Range: 1/1/2011 to 12/31/2011

Customer Range: 764 to 764

Inbound

Report Excludes Environmental and Fuel Recovery Fees

Customer		Tons	Yards	Tax	Disposal Total Amt
764 YADKIN COUNTY TRANSFER					
2011	Subtotals for 2011	26,482.40	0.00	\$52,964.80	\$1,221,202.91
January		2,104.10	0.00	\$4,208.20	\$96,199.49
February		2,063.69	0.00	\$4,127.38	\$94,351.96
March		2,448.49	0.00	\$4,896.98	\$111,944.96
April		2,234.25	0.00	\$4,468.50	\$102,149.98
May		2,396.60	0.00	\$4,793.20	\$109,572.55
June		2,468.06	0.00	\$4,936.12	\$112,839.80
July		2,124.93	0.00	\$4,249.86	\$97,151.88
August		2,272.31	0.00	\$4,544.62	\$103,890.10
September		2,050.64	0.00	\$4,101.28	\$93,755.35
October		2,174.85	0.00	\$4,349.70	\$103,022.72
November		2,051.65	0.00	\$4,103.30	\$97,186.66
December		2,092.83	0.00	\$4,185.66	\$99,137.46
	Grand Totals:	26,482.40	0.00	\$52,964.80	\$1,221,202.91



Activity by Customer, Year & Month

Date Range: 1/1/2012 to 12/31/2012

Customer Range: 764 to 764

Inbound

Report Excludes Environmental and Fuel Recovery Fees

Customer		Tons	Yards	Tax	Disposal Total Amt
764 YADKIN COUNTY TRANSFER					
2012	Subtotals for 2012	25,056.86	0.00	\$50,113.72	\$1,191,251.31
January		1,986.80	0.00	\$3,973.60	\$94,114.75
February		1,799.27	0.00	\$3,598.54	\$85,231.42
March		2,187.67	0.00	\$4,375.34	\$103,629.97
April		1,927.63	0.00	\$3,855.26	\$91,311.81
May		2,069.01	0.00	\$4,138.02	\$98,009.06
June		2,152.58	0.00	\$4,305.16	\$101,967.76
July		2,066.01	0.00	\$4,132.02	\$97,866.88
August		2,300.51	0.00	\$4,601.02	\$108,975.27
September		1,975.05	0.00	\$3,950.10	\$93,558.16
October		2,185.48	0.00	\$4,370.96	\$104,925.28
November		2,034.46	0.00	\$4,068.92	\$97,715.10
December		2,372.39	0.00	\$4,744.78	\$113,945.85
	Grand Totals:	25,056.86	0.00	\$50,113.72	\$1,191,251.31



Foothills Environmental, Inc
2800 Cheraw Road
Lenior, NC 28645

**INVOICE**

Invoice Date 11/15/2012
Invoice No 0000007575
Customer No 000764
Site No 0000
Page No 1 of 3
Due Date 12/15/2012

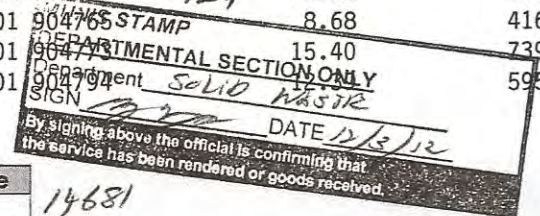
YADKIN COUNTY TRANSFER
PO BOX 1298
213 EAST ELM STREET
YADKINVILLE, NC 27055

Current Charges**\$50,345.19****Total Amount Due****\$159,641.43****Please Pay Total Amount Due**

Billing Questions? Call 828-757-0965



Date	Code	Description	Reference	Quantity	Amount
11/01	AA	MSW	01 904505	12.33	592.21
11/01	AA	MSW	01 904508	16.13	774.72
11/01	AA	MSW	01 904522	12.90	619.59
11/01	AA	MSW	01 904548	14.64	703.16
11/01	AA	MSW	01 904575	18.38	882.79
11/01	AA	MSW	01 904579	11.15	535.53
11/02	AA	MSW	01 904629	14.44	693.55
11/02	AA	MSW	01 904636	15.77	757.43
11/02	AA	MSW	01 904666	20.09	964.92
11/02	AA	MSW	01 904676	14.82	711.80
11/03	AA	MSW	01 904727	15.53	745.91
11/03	AA	MSW	01 904734	18.22	875.11
11/03	AA	MSW	01 904744	11.33	544.18
11/03	AA	MSW	01 904765	8.68	416.90
11/03	AA	MSW	01 904765	15.40	739.66
11/03	AA	MSW	01 904765	15.40	739.66
11/05	AA	MSW	01 904765	15.40	739.66

**ACCOUNT STATUS**

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$106,832.54	52,808.89	0.00	0.00	\$159,641.43

↓ ↓ Please return the portion below with your payment. Do not attach check to stub. ↓ ↓



Foothills Environmental, Inc
2800 Cheraw Road
Lenior, NC 28645

Invoice Date 11/15/2012
Invoice No 0000007575
Customer No 000764
Site No 0000

Current Charges: \$50,345.19
Total Amount Due: \$159,641.43

Amount Paid: _____

☐ Please check if address has changed, and indicate change(s) on reverse side or call phone number above.

Please write your account number on your check and make payable to:

Please Return Payment To:

Foothills Environmental, Inc
PO Box 842404
Dallas, TX 75284-2404
|||||

YADKIN COUNTY TRANSFER
PO BOX 1298
213 EAST ELM STREET
YADKINVILLE, NC 27055

Date	Code	Description	Reference	Quantity	Amount
11/05	AA	MSW	01 904798	14.84	712.77
11/05	AA	MSW	01 904814	18.22	875.11
11/05	AA	MSW	01 904842	21.61	1,037.93
11/05	AA	MSW	01 904843	13.73	659.45
11/06	AA	MSW	01 904914	15.96	766.56
11/06	AA	MSW	01 904920	17.19	825.64
11/06	AA	MSW	01 904921	13.39	643.12
11/06	AA	MSW	01 904960	10.63	510.56
11/06	AA	MSW	01 904966	13.47	646.96
11/06	AA	MSW	01 905014	14.64	703.16
11/07	AA	MSW	01 905036	13.38	642.64
11/07	AA	MSW	01 905039	20.44	981.73
11/07	AA	MSW	01 905047	14.28	685.87
11/07	AA	MSW	01 905072	14.71	706.52
11/07	AA	MSW	01 905080	16.83	808.34
11/07	AA	MSW	01 905101	10.71	514.40
11/08	AA	MSW	01 905145	14.62	702.20
11/08	AA	MSW	01 905150	18.42	884.71
11/08	AA	MSW	01 905162	16.49	792.01
11/08	AA	MSW	01 905179	17.17	824.68
11/08	AA	MSW	01 905185	9.11	437.55
11/08	AA	MSW	01 905206	15.42	740.62
11/09	AA	MSW	01 905243	15.19	729.58
11/09	AA	MSW	01 905250	15.26	732.94
11/09	AA	MSW	01 905254	15.59	748.79
11/09	AA	MSW	01 905301	19.14	919.29
11/09	AA	MSW	01 905316	15.53	745.91
11/10	AA	MSW	01 905369	16.70	802.10
11/10	AA	MSW	01 905372	13.20	634.00
11/10	AA	MSW	01 905414	13.34	640.72
11/10	AA	MSW	01 905438	12.49	599.89
11/12	AA	MSW	01 905446	15.01	720.93
11/12	AA	MSW	01 905456	14.13	678.66
11/12	AA	MSW	01 905462	12.63	606.62
11/12	AA	MSW	01 905498	12.57	603.74
11/12	AA	MSW	01 905512	18.03	865.98
11/13	AA	MSW	01 905570	17.56	843.41
11/13	AA	MSW	01 905580	15.36	737.74
11/13	AA	MSW	01 905608	17.61	845.81

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE.....

Your Name _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Other Information _____

**Foothills Environmental, Inc**2800 Cheraw Road
Lenior, NC 28645**INVOICE (cont.)**

Invoice Date	11/15/2012
Invoice No	0000007575
Customer No	000764
Site No	0000
Page No	3 of 3
Due Date	12/15/2012

YADKIN COUNTY TRANSFER

Date	Code	Description	Reference	Quantity	Amount
11/13	AA	MSW	01 905619	13.76	660.89
11/13	AA	MSW	01 905651	15.80	758.87
11/13	AA	MSW	01 905671	16.95	814.11
11/14	AA	MSW	01 905682	14.08	676.26
11/14	AA	MSW	01 905731	10.89	523.05
11/14	AA	MSW	01 905791	8.96	430.35
11/15	AA	MSW	01 905800	21.03	1,010.07
11/15	AA	MSW	01 905810	17.84	856.86
11/15	AA	MSW	01 905836	15.25	732.46
11/15	AA	MSW	01 905871	19.19	921.70
11/15	AA	MSW	01 905872	11.88	570.60
11/15	AA	MSW	01 905885	13.87	666.18
		STATE FEE at \$2.00/TN		1,006.30	2,012.60
		----- Material Summary -----			
		MSW		1,006.30	48,332.59

Total Current Charges =====> \$50,345.19

**Foothills Environmental, Inc**2800 Cheraw Road
Lenior, NC 28645**INVOICE**

Invoice Date 10/31/2012
 Invoice No 0000007481
 Customer No 000764
 Site No 0000
 Page No 1 of 3
 Due Date 11/30/2012

YADKIN COUNTY TRANSFER
 PO BOX 1298
 213 EAST ELM STREET
 YADKINVILLE, NC 27055

Current Charges**\$56,487.35****Total Amount Due****\$109,296.24****Please Pay Total Amount Due**

Billing Questions? Call 828-757-0965

11/13/12

Date	Code	Description	Reference	Quantity	Amount
10/16	AA	MSW	01 902947	19.13	918.81
10/16	AA	MSW	01 902953	15.21	730.54
10/16	AA	MSW	01 902981	12.98	623.43
10/16	AA	MSW	01 902991	18.19	873.67
10/16	AA	MSW	01 903022	10.52	505.28
10/16	AA	MSW	01 903036	20.62	990.38
10/17	AA	MSW	01 903070	14.18	681.07
10/17	AA	MSW	01 903074	10.93	524.97
10/17	AA	MSW	01 903108	18.81	903.44
10/17	AA	MSW	01 903113	19.52	937.55
10/17	AA	MSW	01 903148	15.71	754.55
10/17	AA	MSW	01 903173	20.19	969.73
10/18	AA	MSW	01 903186	23.16	1,112.37
10/18	AA	MSW	01 903190	21.80	1,047.05
10/18	AA	MSW	01 903246	16.75	804.50
10/18	AA	MSW	01 903247	11.75	564.35



MUNIS STAMP

DEPARTMENTAL SECTION ONLY

Department SOLID WASTE

SIGN [Signature] DATE 11/13/12

By signing above the official is confirming that the service has been rendered or goods received.

ACCOUNT STATUS

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$109,296.24	0.00	0.00	0.00	\$109,296.24

14687

54317

↓ ↓ Please return the portion below with your payment. Do not attach check to stub. ↓ ↓

**Foothills Environmental, Inc**2800 Cheraw Road
Lenior, NC 28645

Invoice Date 10/31/2012
 Invoice No 0000007481
 Customer No 000764
 Site No 0000

Current Charges: \$56,487.35
 Total Amount Due: \$109,296.24

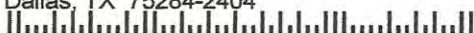
Amount Paid: _____

☐ Please check if address has changed, and indicate change(s) on reverse side or call phone number above.

Please write your account number on your check and make payable to:

Please Return
Payment To:

Foothills Environmental, Inc
 PO Box 842404
 Dallas, TX 75284-2404



YADKIN COUNTY TRANSFER
 PO BOX 1298
 213 EAST ELM STREET
 YADKINVILLE, NC 27055

Date	Code	Description	Reference	Quantity	Amount
10/19	AA	MSW	01 903285	12.56	603.26
10/19	AA	MSW	01 903293	12.43	597.01
10/19	AA	MSW	01 903297	13.67	656.57
10/19	AA	MSW	01 903328	19.49	936.10
10/19	AA	MSW	01 903331	12.29	590.29
10/19	AA	MSW	01 903366	19.28	926.02
10/19	AA	MSW	01 903367	18.16	872.22
10/20	AA	MSW	01 903401	18.55	890.96
10/20	AA	MSW	01 903407	13.13	630.63
10/22	AA	MSW	01 903459	15.82	759.83
10/22	AA	MSW	01 903465	14.74	707.96
10/22	AA	MSW	01 903471	14.14	679.14
10/22	AA	MSW	01 903478	10.83	520.16
10/22	AA	MSW	01 903546	17.56	843.41
10/22	AA	MSW	01 903563	18.74	900.08
10/22	AA	MSW	01 903581	20.74	996.14
10/23	AA	MSW	01 903615	13.19	633.52
10/23	AA	MSW	01 903620	15.83	760.31
10/23	AA	MSW	01 903650	14.11	677.70
10/23	AA	MSW	01 903695	10.82	519.68
10/24	AA	MSW	01 903732	13.30	638.80
10/24	AA	MSW	01 903737	18.09	868.86
10/24	AA	MSW	01 903781	20.34	976.93
10/24	AA	MSW	01 903828	16.33	784.33
10/24	AA	MSW	01 903832	13.66	656.09
10/25	AA	MSW	01 903867	18.27	877.51
10/25	AA	MSW	01 903870	21.21	1,018.72
10/25	AA	MSW	01 903915	11.00	528.33
10/25	AA	MSW	01 903941	16.70	802.10
10/25	AA	MSW	01 903949	18.90	907.77
10/26	AA	MSW	01 903982	10.62	510.08
10/26	AA	MSW	01 903988	13.01	624.87
10/26	AA	MSW	01 904027	14.04	674.34
10/26	AA	MSW	01 904033	14.83	712.28
10/27	AA	MSW	01 904091	12.19	585.49
10/27	AA	MSW	01 904102	17.35	833.32
10/27	AA	MSW	01 904121	19.55	938.99
10/27	AA	MSW	01 904128	16.71	802.58
10/27	AA	MSW	01 904133	12.31	591.25

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE.....

Your Name _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Other Information _____

**Foothills Environmental, Inc**2800 Cheraw Road
Lenior, NC 28645**INVOICE (cont.)**

Invoice Date 10/31/2012
Invoice No 0000007481
Customer No 000764
Site No 0000
Page No 3 of 3
Due Date 11/30/2012

YADKIN COUNTY TRANSFER

Date	Code	Description	Reference	Quantity	Amount
10/29	AA	MSW	01 904156	24.59	1,181.06
10/29	AA	MSW	01 904164	13.62	654.17
10/29	AA	MSW	01 904215	19.64	943.31
10/29	AA	MSW	01 904226	14.41	692.11
10/30	AA	MSW	01 904287	17.16	824.19
10/30	AA	MSW	01 904298	13.81	663.29
10/30	AA	MSW	01 904299	22.18	1,065.31
10/30	AA	MSW	01 904323	14.56	699.32
10/30	AA	MSW	01 904355	14.08	676.26
10/31	AA	MSW	01 904397	13.69	657.53
10/31	AA	MSW	01 904401	8.61	413.54
10/31	AA	MSW	01 904404	17.12	822.27
10/31	AA	MSW	01 904439	17.04	818.43
10/31	AA	MSW	01 904445	9.61	461.57
10/31	AA	MSW	01 904485	16.40	787.69
10/31	AA	MSW	01 904496	18.61	893.84
		STATE FEE at \$2.00/TN		1,129.07	2,258.14
		----- Material Summary -----			
		MSW		1,129.07	54,229.21

Total Current Charges =====> \$56,487.35



Foothills Environmental, Inc
2800 Cheraw Road
Lenior, NC 28645

**INVOICE**

Invoice Date 10/15/2012
Invoice No 0000007385
Customer No 000764
Site No 0000
Page No 1 of 3
Due Date 11/14/2012

YADKIN COUNTY TRANSFER
PO BOX 1298
213 EAST ELM STREET
YADKINVILLE, NC 27055

Current Charges**\$52,808.89****Total Amount Due****\$106,896.21****Please Pay Total Amount Due**

Billing Questions? Call 828-757-0965

11/8/12

Date	Code	Description	Reference	Quantity	Amount
10/01	AA	MSW	01 901501	17.14	823.23
10/01	AA	MSW	01 901506	18.73	899.60
10/01	AA	MSW	01 901541	18.12	870.30
10/01	AA	MSW	01 901578	27.85	1,337.64
10/01	AA	MSW	01 901586	19.34	928.90
10/02	AA	MSW	01 901595	14.74	707.96
10/02	AA	MSW	01 901599	13.34	640.72
10/02	AA	MSW	01 901658	24.09	1,157.04
10/02	AA	MSW	01 901660	16.66	800.18
10/03	AA	MSW	01 901696	19.15	919.77
10/03	AA	MSW	01 901700	11.86	569.64
10/03	AA	MSW	01 901751	14.13	678.66
10/03	AA	MSW	01 901788	21.95	1,054.26
10/03	AA	MSW	01 901794	14.42	692.59
10/04	AA	MSW	01 901820	20.41	966.82
10/04	AA	MSW	01 901823	13.61	644.71



MUNIS STAMP
DEPARTMENTAL SECTION ONLY

Department _____
SIGN _____ DATE _____

By signing above the official is confirming that
the service has been rendered or goods received.

54317

ACCOUNT STATUS

Current	31-60 Days	61-90 Days	Over 90 Days	Total Amount Due
\$106,896.21	0.00	0.00	0.00	\$106,896.21

↓ ↓ Please return the portion below with your payment. Do not attach check to stub. ↓ ↓



Foothills Environmental, Inc
2800 Cheraw Road
Lenior, NC 28645

Invoice Date 10/15/2012
Invoice No. 0000007385
Customer No. 000764
Site No. 0000

Current Charges: \$52,808.89
Total Amount Due: \$106,896.21

Amount Paid: _____

☐ Please check if address has changed, and indicate change(s) on reverse side or call phone number above.

Please write your account number on your check and make payable to:

Please Return
Payment To:

Foothills Environmental, Inc
PO Box 842404
Dallas, TX 75284-2404



YADKIN COUNTY TRANSFER
PO BOX 1298
213 EAST ELM STREET
YADKINVILLE, NC 27055

Date	Code	Description	Reference	Quantity	Amount
10/04	AA	MSW	01 901874	20.10	952.14
10/04	AA	MSW	01 901885	11.46	542.86
10/05	AA	MSW	01 901949	12.18	585.01
10/05	AA	MSW	01 901954	12.41	596.05
10/05	AA	MSW	01 901958	21.48	1,031.68
10/05	AA	MSW	01 902024	13.38	642.64
10/05	AA	MSW	01 902025	21.55	1,035.05
10/06	AA	MSW	01 902064	11.69	561.47
10/06	AA	MSW	01 902065	16.59	796.82
10/06	AA	MSW	01 902072	14.74	707.96
10/06	AA	MSW	01 902110	19.74	948.11
10/06	AA	MSW	01 902114	15.42	740.62
10/06	AA	MSW	01 902120	15.73	755.51
10/08	AA	MSW	01 902144	16.04	770.40
10/08	AA	MSW	01 902171	18.03	865.98
10/08	AA	MSW	01 902188	13.76	660.89
10/08	AA	MSW	01 902225	18.38	882.79
10/08	AA	MSW	01 902235	25.52	1,225.73
10/09	AA	MSW	01 902256	17.24	828.04
10/09	AA	MSW	01 902260	25.14	1,207.47
10/09	AA	MSW	01 902298	9.91	475.98
10/09	AA	MSW	01 902307	12.02	577.32
10/10	AA	MSW	01 902372	11.96	574.44
10/10	AA	MSW	01 902377	14.74	707.96
10/10	AA	MSW	01 902379	12.99	623.91
10/10	AA	MSW	01 902422	24.16	1,160.40
10/10	AA	MSW	01 902432	12.82	615.74
10/10	AA	MSW	01 902467	17.42	836.68
10/10	AA	MSW	01 902488	20.87	1,002.39
10/11	AA	MSW	01 902506	14.83	712.28
10/11	AA	MSW	01 902510	15.48	743.50
10/11	AA	MSW	01 902520	20.23	971.65
10/11	AA	MSW	01 902551	12.90	619.59
10/11	AA	MSW	01 902567	11.28	541.78
10/12	AA	MSW	01 902619	10.50	504.32
10/12	AA	MSW	01 902623	16.19	777.61
10/12	AA	MSW	01 902670	16.36	785.77
10/12	AA	MSW	01 902681	19.21	922.66
10/12	AA	MSW	01 902731	16.71	802.58

IF ANY OF THE FOLLOWING HAS CHANGED SINCE YOUR LAST STATEMENT, PLEASE INDICATE.....

Your Name _____

Street _____ Home Phone _____

City _____ State _____ Zip _____

Other Information _____

**Foothills Environmental, Inc**2800 Cheraw Road
Lenior, NC 28645**INVOICE (cont.)**

Invoice Date 10/15/2012
Invoice No 0000007385
Customer No 000764
Site No 0000
Page No 3 of 3
Due Date 11/14/2012

YADKIN COUNTY TRANSFER

Date	Code	Description	Reference	Quantity	Amount
10/12	AA	MSW	01 902753	24.10	1,157.52
10/13	AA	MSW	01 902765	12.67	608.54
10/13	AA	MSW	01 902798	17.26	829.00
10/15	AA	MSW	01 902827	16.39	787.21
10/15	AA	MSW	01 902830	12.81	615.26
10/15	AA	MSW	01 902869	17.85	857.34
10/15	AA	MSW	01 902879	18.52	889.52
10/15	AA	MSW	01 902908	20.11	965.88
		STATE FEE at \$2.00/TN		1,056.41	2,112.82
		----- Material Summary -----			
		MSW		1,056.41	50,696.07

Total Current Charges =====> \$52,808.89

This page intentionally left blank.

Appendix B

Sample Contract Document

**Solid Waste Services Request for Proposals
Yadkin County, North Carolina
September 16, 2013**

This page intentionally left blank.

YADKIN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into this _____ day of _____, 20____ (“Effective Date”) between Yadkin County, North Carolina (“County”) and _____ (“Provider”).

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the “Services”) for the County as described in Section A of the attached Exhibit A (the “Contract Specifications”), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County’s expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County’s expectations, and to the County’s full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County’s satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County’s remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider’s obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County’s ability to require the Provider to satisfy those obligations in the future or the County’s ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) Federal or State income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable Federal, State, and local laws and regulations.

13. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

14. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

15. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

16. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

17. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

18. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: _____

Title: _____

THE PROVIDER

BY: _____

Name: _____

Title: _____

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. (The Services may also be described on one or more attached sheets, but each must be signed by the Provider and the County.)

- B. Term of the Agreement. (Check the one provision that applies.)

_____ This Agreement shall end on _____, 20____.

_____ This Agreement shall continue until the Provider has completed the Services to the County's satisfaction.

_____ This Agreement shall continue until terminated in accordance with Section 8 of the Agreement.

- C. Payment to the Provider. (Check the provision that applies.)

_____ The County shall pay the Provider \$_____ every _____.

_____ The County shall pay the Provider a total of \$_____ for all Services performed under this Agreement. The Provider will invoice the County for Services as they are performed, but no more frequently than monthly.

D. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term (check all that apply):

___ General commercial liability in the amount of _____.

___ Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be _____ for bodily injury and property damage; _____ uninsured/underinsured motorist coverage; and _____ medical payment.

___ _____

E. Contact Information.

THE COUNTY

THE PROVIDER

These Contract Specifications are hereby acknowledged and agreed to by:

THE COUNTY

THE PROVIDER

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Definitions

The following definitions are applicable to all parts of this solicitation.

Amendment: a document issued by Yadkin County to supplement the original solicitation.

Applicable Law: the agreement, claims, or disputes relating to this solicitation or agreement that may result, and all rights and obligation of the parties shall be interpreted, enforced, construed, and governed by and under the laws of the State of North Carolina.

Contract Commencement Date: the date by which the service contract is executed and delivered to all parties.

County: the County of Yadkin, North Carolina and/or its governing body, the Yadkin County Commissioner.

County Solid Waste: any solid waste generated within the County.

County Transfer Station: the Yadkin County municipal solid waste transfer station located a 1149 Landfill Road, Yadkinville, NC.

Governmental Approvals: all permits, licenses and approvals required for the operation of the County Transfer Station.

Hazardous Waste: means a solid waste, or combination of solid wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics may [§130A.290 (a)(8)]:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

Municipal Solid Waste: any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations [§130A.290(a)(18a)].

Offeror: the single legal entity submitting the offer to provide the requested services.

Recyclable Material: those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste [§130A.290(a)(26)].

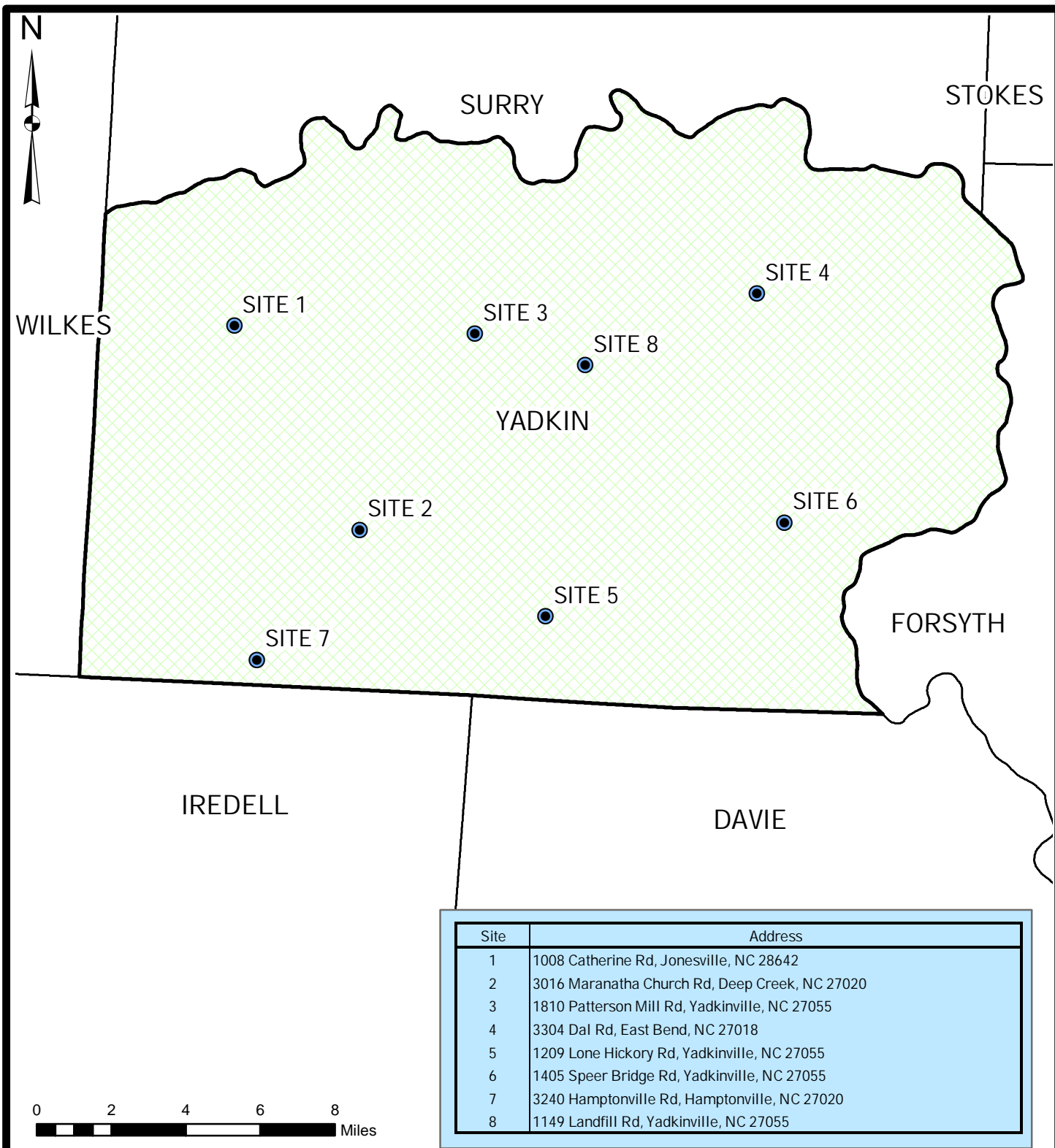
Special Waste: solid wastes that can require special handling and management, including white goods, whole tires, used oil, lead-acid batteries, and medical wastes [§130A.290(a)(40)].

Ton: two thousand (2,000) pounds.

Exhibits

**Solid Waste Services Request for Proposals
Yadkin County, North Carolina
September 16, 2013**

This page intentionally left blank.



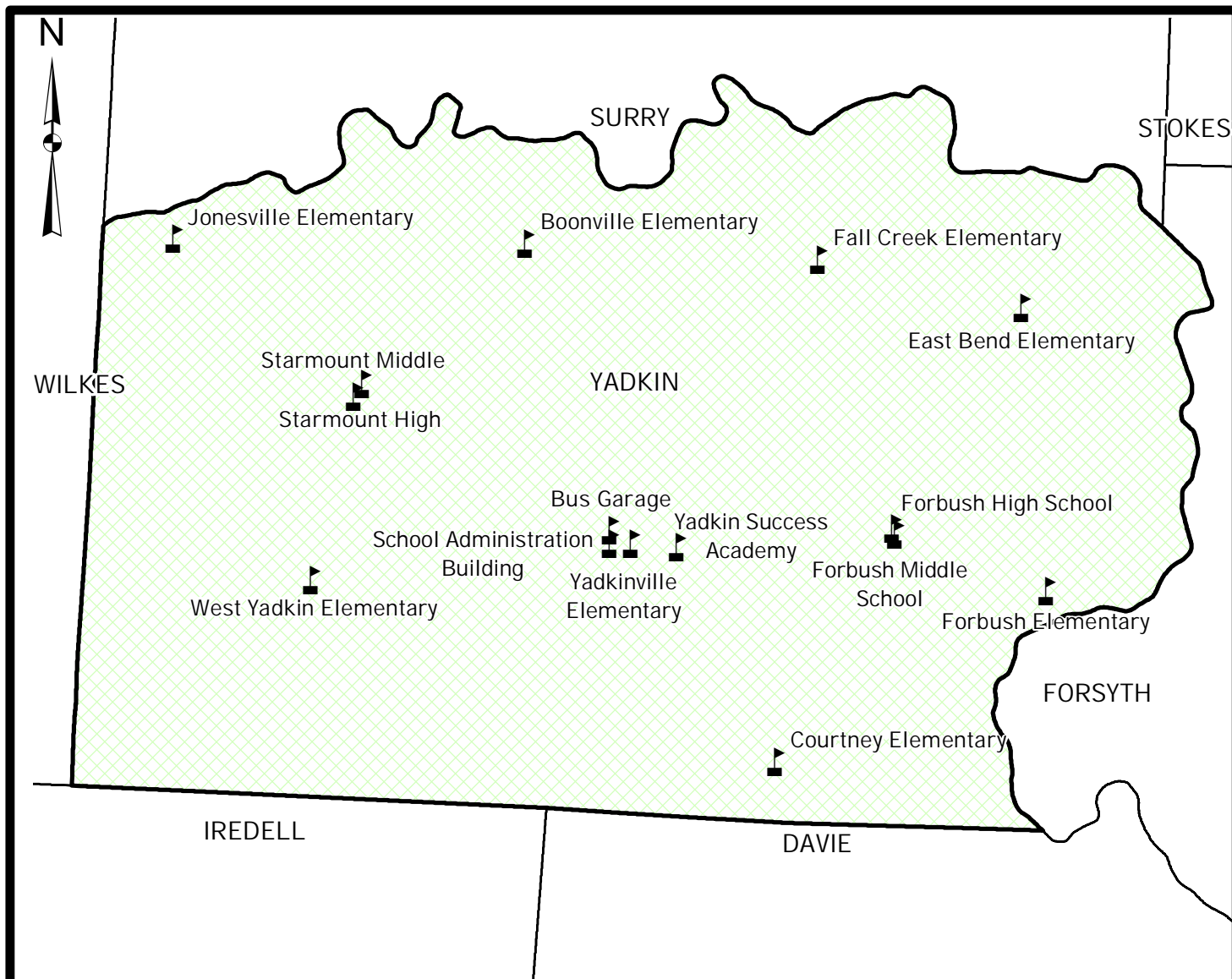
SOLID WASTE
FACILITIES MAP



Yadkin County,
North Carolina

RAWN:	APPROVED:	SCALE:	DATE:	PROJECT NO.:	EXHIBIT NO.:
C.T.J.	J.W.C.	AS SHOWN	Sept. 2013	YADKIN 13-3	1

This page intentionally left blank.



Site	Name	Address
1	Boonville Elementary	232 East Main Street, Booneville, NC 27011
2	Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055
3	East Bend Elementary	205 School Street East Bend, NC 27018
4	Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108
5	Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108
6	Forbush High School	1525 Falcon Road, East Bend, NC 27108
7	Forbush Middle School	1431 Falcon Road, East Bend, NC 27108
8	Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC
9	Starmount High	2516 Longtown Road, Boonville, NC 27011
10	Starmount Middle	2626 Longtown Road, Boonville, NC 27011
11	West Yadkin Elementary	4432 Old US 421 HWY, Hamptonville, NC 27020
12	Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055
13	Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055
14	School Administration Building	121 Washington St, Yadkinville, NC 27055
15	Bus Garage	300 N Lee Ave, Yadkinville, NC 27055

YADKIN COUNTY SCHOOLS LOCATION MAP



Yadkin County, North Carolina

DRAWN:

C.T.J.

APPROVED:

J.W.C.

SCALE:

AS SHOWN

DATE:

Sept. 2013

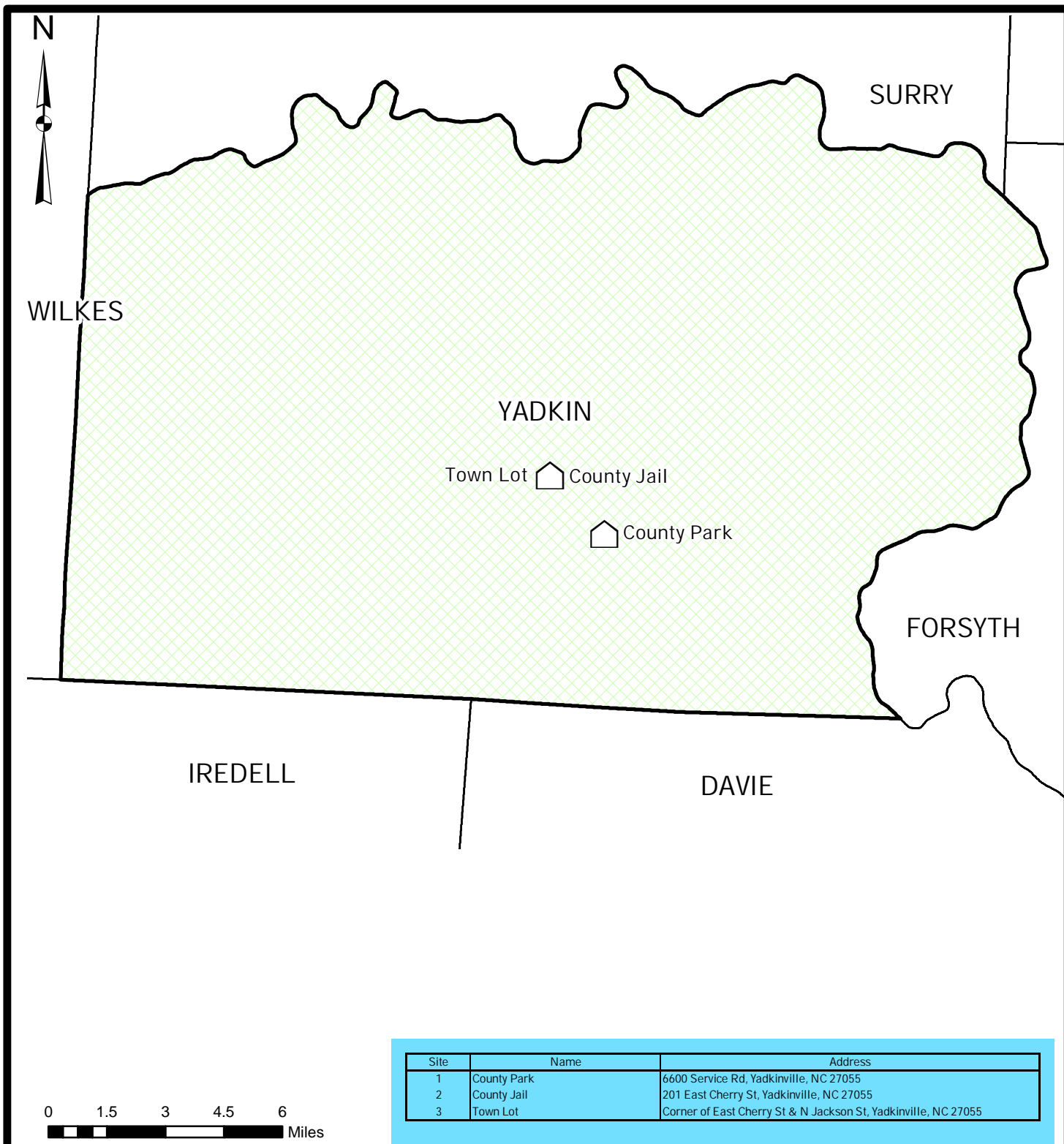
PROJECT NO.:


YADKIN 13-3

EXHIBIT NO.:

2

This page intentionally left blank.



YADKIN COUNTY FACILITIES			 Yadkin County, North Carolina		
DRAWN:	APPROVED:	SCALE:	DATE:	PROJECT NO.:	EXHIBIT NO.:
C.T.J.	J.W.C.	AS SHOWN	Sept. 2013	YADKIN 13-3	3

This page intentionally left blank.

Exhibit 4

Collection Schedule and Level of Service

Residential Solid Waste and Recycling Convenience Centers

Facility Name	Address	Services Weeks per Year	Size and No. of Solid Waste Containers	Size and No. of Recycling Containers	Days of Service (MSW and Recyclables)					
					Mon	Tue	Wed	Thu	Fri	Sat
1	1008 Catherine Road, Jonesville, NC 28642	52	14- 6 CY	8 - 6 CY 1 - 8 CY	X			X	X	X
2	3016 Maranatha Church Road, Deep Creek, NC 27020	52	12 – 6 CY	6 - 6 CY 1 - 8 CY	X				X	X
3	1810 Patterson Mill Road, Yadkinville, NC 27055	52	7 – 6 CY	4 - 6 CY 1 - 8 CY	X					X
4	3304 Dal Road, East Bend, NC 27018	52	11 – CY	6 - 6 CY 1 - 8 CY	X				X	X
5	1209 Lone Hickory Road, Yadkinville, NC 57055	52	12 – 6 CY	7 - 6 CY 1 - 8 CY	X				X	X
6	1405 Speer Bridge Road, Yadkinville, NC 57055	52	13 – 6 CY	13 - 6 CY 2 - 8 CY	X			X	X	X
7	3240 Hamptonville Road, Hamptonville, NC 27020	52	8 – 6 CY	4 – 6 CY 1 - 8 CY	X					
8	1149 Landfill Road, Yadkinville, NC 27055	52	5 - 6 CY	5 - 6 CY 1 - 8 CY	X	X	X	X	X	X
Totals			82		8	1	1	3	6	7

CY – cubic yards

This page intentionally left blank.

Exhibit 4

Collection Schedule and Level of Service Yadkin County School Locations

Facility Name	Address	Service Weeks per Year	Size and No. of Solid Waste Containers	Size and No. of Recycling Containers	Days of Service (MSW only; Recyclables 1x/week)				
					Mon	Tue	Wed	Thu	Fri
Booneville Elementary	232 East Main Street, Booneville, NC 27011	42	2 - 6 CY	2 - 6 CY	X		X		X
Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	42	2 - 6 CY	2 - 6 CY	X		X		X
East Bend Elementary	205 School Street East Bend, NC 27018	42	2 - 6 CY	2 - 6 CY	X		X		X
Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	42	2 - 6 CY	2 - 6 CY	X		X		X
Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	42	2-8 CY	1-6 CY (cardboard only)	X		X		X
Forbush High School	1525 Falcon Road, East Bend, NC 27108	42	4 - 6 CY	2 - 6 CY	X		X		X
Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	42	2-8 CY	1-6 CY (cardboard only)	X		X		X
Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	42	2 - CY	2 - 6 CY	X		X		X
Starmount High School	2516 Longtown Road, Booneville, NC 27011	42	3 - 6 CY	2 - 6 CY	X		X		X
Starmount Middle	2626 Longtown Road, Booneville, NC 27011	42	2-8 CY	1-6 CY (cardboard only)	X		X		X
West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	42	3 - 6 CY	2 - 6 CY	X		X		X
Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	42	1 - 6 CY	0	X		X		X
Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	42	3 - 6 CY	2 - 6 CY	X		X		X
Bus Garage	300 N. Lee Avenue, Yadkinville, NC 27055	26	1- 6 CY	0	X*				
School Administration Building	121 Washington Street, Yadkinville, NC 27055	26	1 - 6 CY	0	X*				
Totals			32	21					

CY – cubic yards

* Every other week.

Academic calendar attached.

2013 - 2014

YADKIN COUNTY SCHOOLS

July 2013						
S	M	T	W	T	F	S
	1	2	3	H	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2013						
S	M	T	W	T	F	S
				1	2	3
4	5	6	OW	OW	OW	10
11	RW	RW	RW	RW	OW	17
18	★	20	21	22	23	24
25	26	27	28	29	30	31

September 2013						
S	M	T	W	T	F	S
1	H	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	☀	19	20	21
22	23	24	25	26	27	28
29	30					

October 2013						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	☀	17	RW	19
20	21	22	23	☀	25	26
27	28	29	30	31		

November 2013						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	H	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	AL	H	H	30

December 2013						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	☀	21
22	OW	H	H	H	AL	28
29	AL	AL				

January 2014						
S	M	T	W	T	F	S
			H	OW	RW	4
5	6	7	8	9	10	11
12	13	14	15	16	IW	18
19	H	IW	22	23	24	25
26	27	28	29	30	31	

February 2014						
S	M	T	W	T	F	S
				☀		1
2	3	4	5	☀	7	8
9	10	11	12	IW	OW	15
16	IW	18	19	20	21	22
23	24	25	26	27	28	

March 2014						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	☀	RW	IW	IW	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					18

April 2014						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	IW	19
20	H	AL	AL	AL	AL	26
27	28	29	30			

May 2014						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	☀	RW	24
25	H	OW	OW	OW	OW	31

June 2014						
S	M	T	W	T	F	S
1	AL	AL	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Calendar Notes:

*Elementary and Middle School
Parent Conferences:
- October 24

*High School Parent
Conferences:
- Sept. 18
- Feb. 6

*High School - Second Semester
begins: - January 6

*Early Release

- Sept. 18
- Oct. 24
- Dec. 20
- Feb 6
- May 22

*Inclement Weather/OW:

- Jan. 17, 21
- Feb 13, 17
- March 13, 14
- April 18

** Approximately 1,092 instructional hrs.
** Student day 8:00-3:00 (elem)

*Employee Convocation:
Aug 14

*All Early Release Days will be at
12:00noon

Yadkin County Board of Education
determines make up days and any
calendar changes.

Calendar Key:

	Student Day = 168
☀	Early Release
☀	End of Grading Period
★	First day of school
OW	Optional Workday = 11
RW	Required Workday = 8
H	Holiday = 11
AL	Annual Leave = 10
	Number of Student Days
IW	Inclement Weather/OW = 7
Adopted by YCS BOE on 11-5-12	

Exhibit 4

Collection Schedule and Level of Service

Yadkin County Offices and Facilities

Facility Name	Address	Service Weeks per Year	Size and No. of Solid Waste Containers	Size and No. of Recycling Containers	Days of Service (MSW only)					
					Mon	Tue	Wed	Thu	Fri	Sat
County Park	6600 Service Road, Yadkinville, NC 27055	*	2 – 6 CY	0	*					
County Jail	201 East Cherry Street, Yadkinville, NC 27055	52	1 – 6 CY	0	X					
Town Lot	Corner of Cherry Street & Jackson Street, Yadkinville, NC 27055	52	1 – 6 CY	0	X					
Totals			4	0						

CY – cubic yards

* When called.

This page intentionally left blank.

EXHIBIT 5

FISCAL YEAR 2011 - 2012 MONTHLY WASTE VOLUME COMPARISONS

YADKIN COUNTY SOLID WASTE SERVICES RFP

Monthly Totals	Scale House Number of Trailers	Scale House Weight Tickets (Tons)	Foothills Landfill Weight Tickets (Tons)
July 2011	121	2181.53	2124.93
August 2011	137	2276.31	2272.31
September 2011	120	2038.43	2050.64
October 2011	132	2241.09	2174.85
November 2011	128	2115.33	2051.65
December 2011	142	2086.87	2092.83
January 2012	127	2076.41	1986.80
February 2012	117	1855.17	1799.27
March 2012	136	2217.28	2187.67
April 2012	119	1999.89	1927.63
May 2012	125	2171.84	2069.01
June 2012	125	2168.04	2152.58
Totals	1,529	25,428.19	24,890.17

EXHIBIT 5

FISCAL YEAR 2012 - 2013 MONTHLY WASTE VOLUME COMPARISONS

YADKIN COUNTY SOLID WASTE SERVICES RFP

Monthly Totals	Scale House Number of Trailers	Scale House Weight Tickets (Tons)	Foothills Landfill Weight Tickets (Tons)
July 2012	113	2154.90	2066.01
August 2012	134	2318.80	2300.51
September 2012	117	2007.20	1975.05
October 2012	138	2310.40	2185.48
November 2012	135	2078	2034.46
December 2012	158	2407.70	2372.39
January 2013	163	2435.80	2369.55
February 2013	135	2111.20	2105.75
March 2013	131	2108.50	2047.74
April 2013	131	2238	2133.38
May 2013	135	2282.50	2319.38
June 2013	130	2225	2210.34
Totals	1,620	26,688	26,120.04

EXHIBIT 5

TRANSFER STATION ANNUAL WASTE VOLUME¹

YADKIN COUNTY SOLID WASTE SERVICES RFP

FISCAL YEAR (FY) JULY 1 – JUNE 30	WASTE VOLUME (TONS)
FY 2012/2013	26,688
FY 2011/2012	25,428
FY 2010/2011	25,259
FY 2009/2010	25,236
FY 2008/2009	21,171
FY 2007/2008	19,884
FY 2006/2007	17,129
FY 2005/2006	18,105

¹ North Carolina Department of Environment and Natural Resources, Division of Waste Management, Solid Waste Management Annual Reports, County Waste Disposal Report.

This page intentionally left blank.

EXHIBIT 5

RECYCLABLE MATERIAL CHARACTERISTICS JULY 1, 2011 - JUNE 30, 2012²

YADKIN COUNTY SOLID WASTE SERVICES RFP

MATERIAL TYPE	MATERIAL VOLUME (TONS)
GLASS	
MIXED	54.6
PLASTIC	
ALL PLASTIC BOTTLES	69.72
METAL	
ALUMINUM CANS	6.97
STEEL CANS	17.78
PAPER	
CARDBOARD (OCC)	314.84
MIXED PAPER	237.61
TOTAL	701.52

² Yadkin County Solid Waste and Materials Management Annual Report July 1, 2011 – June 30, 2012.

EXHIBIT 5

RECYCLABLE MATERIAL CHARACTERISTICS JULY 1, 2012 - JUNE 30, 2013³

YADKIN COUNTY SOLID WASTE SERVICES RFP

MATERIAL TYPE	MATERIAL VOLUME (TONS)
GLASS	
MIXED	65
PLASTIC	
ALL PLASTIC BOTTLES	55.05
METAL	
ALUMINUM CANS	5.64
STEEL CANS	21.32
PAPER	
CARDBOARD (OCC)	243.67
MIXED PAPER	188.23
TOTAL	578.91

³ Yadkin County Solid Waste and Materials Management Annual Report July 1, 2012 – June 30, 2013.

EXHIBIT 6

DISPOSAL AND RECYCLING FACILITY REFERENCES

YADKIN COUNTY SOLID WASTE SERVICES RFP

Foothill Sanitation and Recycling
489 Boone Trail
North Wilkesboro, NC 28659
Contact: Jeffery Miller
Telephone No.: (336) 667-0500
Email: jeff@foothillssanitation.com

Waste Management Recycle America
280 Business Park Drive
Winston-Salem, NC 27107
Contact: Stan Joseph
Telephone No.: (336) 631-9439
Email: Sjoseph5@wm.com

Foothills Environmental Landfill (Permit No. 14-03)
2800 Cheraw Road
Lenoir, NC
Contact: Don Phelps, General Manager
Telephone No.: (828) 256-2158

Hanes Mill Road Landfill (Permit No. 34-02)
325 West Hanes Mill Road
Winston-Salem, NC
Contact: Jan McHargue, P.E.
Telephone No.: (336) 747-7310
Email: JANM@cityofws.org

This page intentionally left blank.

Forms

**Solid Waste Services Request for Proposals
Yadkin County, North Carolina
September 16, 2013**

This page intentionally left blank.

FORM A

PROPOSAL SUBMISSION FORM

YADKIN COUNTY SOLID WASTE SERVICES RFP

This Proposal is submitted by:

Full Legal Name of Offeror:

Fed ID or SS Number:

Mailing Address:

Remittance Address (If Different):

Electronic Address:

Telephone Number:

Facsimile:

Indicate the type of business:

☐

Corporation

☐

Individual Trading in Own Name

☐

Partnership

☐

Individual Trading Under Trade Name

☐

Other

It is understood by the Offeror that the County reserves the right to reject any and all proposals, to make award on all items or any items according to the best interest of the County, to waive formalities, technicalities, to recover and rebid this RFP. This proposal is valid for one hundred twenty calendar days from the proposal opening date of November 15, 2013.

Signature:

Corporate Seal:

Printed Name:

Title:

E-mail Address:

Date:

This page intentionally left blank.

FORM B**ORGANIZATIONAL INFORMATION****YADKIN COUNTY SOLID WASTE SERVICES RFP**

1. Name of Business:		2. Federal Employer Identification Number:	
3. Form of Business (corporation, joint venture, partnership, other):			
4. State of Incorporation (if any):			
5. Date of Incorporation/ Joint Venture/Partnership Agreement:			
6. Principal Business Address:			
City	State	Zip Code	

7. List the Names of Officers/ Partners and Contact Information	
Name of Officers/Partners:	Title of Officer/Partner:
Address:	Office Number:
	Cellular Number:
Name of Officers/Partners:	Title of Officer/Partner:
Address:	Office Number:
	Cellular Number:
8. Point of Contact (POC):	
Name:	Title:
Address:	Office Number:
	Cellular Number:

9. List any subcontractors that may participate in this project:		
Name:	Address:	Telephone Number:
1.		
Service (s) provided:		
Name:	Address:	Telephone Number:
2.		
Service (s) provided:		

FORM B

ORGANIZATIONAL INFORMATION

YADKIN COUNTY SOLID WASTE SERVICES RFP

List any subcontractors that may participate in this project:		
Name:	Address:	Telephone Number:
3.		
Service (s) provided:		
Name:	Address:	Telephone Number:
4.		
Service (s) provided:		

FORM C

INSURANCE CERTIFICATION FORM

YADKIN COUNTY SOLID WASTE SERVICES RFP

To: Yadkin County Environmental Services Department:

I (We) have carefully examined the referenced Request for Proposal and related information and documents submitted or made part of the Request for Proposal.

I (We) understand that documentation of valid insurance policies satisfying the following minimum requirements must be provided to the County and maintained at all times during the term of the contract.

I (We) understand that renewal certificates shall be sent to the County thirty (30) days prior to the expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage.

The limits of liability of all insurance required herein shall be as follows:

Coverage	Minimum Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$500,000
General Liability	\$2,000,000 per occurrence/\$10,000,000 aggregate
Property Damage Liability (Except Auto)	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence

I(We) understand that the Yadkin County reserves the rights to accept or reject any or all proposals submitted in response to the referenced Request for Proposal.

Offeror

Authorized Signature

Typed Name and Title

Mailing Address

City, State Zip Code

Date

FORM D

PROPOSAL NON-COLLUSION CERTIFICATION

YADKIN COUNTY SOLID WASTE SERVICES RFP

The Undersigned, as Offeror, herein referred to as singular and masculine, declares as follows:

- (1) The only parties interested in the PROPOSAL as Principals are named herein;
- (2) This PROPOSAL is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used herein, the word “person” shall mean any natural person, joint venture, partnership, corporation, organization, group of individuals, or other business or legal entity;
- (3) The Offeror shall warrant that the response was prepared by their hand and not colluded with County agents, representatives, or other competing service providers in an effort to defraud the County.
- (4) Offeror certifies that neither it, any affiliated associates, employees, nor subcontractors have bribed, or attempted to bribe an administrator, or employee of the County as related to this RFP.
- (5) The Offeror certifies that it has not employed any person, agent, or consultant to lobby to solicit or secure information related to the award of this contract. Additionally, the Offeror has not paid or agreed to pay a commission, fee, or other contribution upon receiving a favorable contract award.
- (6) Offeror shall identify any potential conflicts of interest related to the development of the Offeror’s response or future negotiated contracts.
- (7) Offeror has carefully read and examined the Request for Proposal dated **September 16, 2013** as prepared by Yadkin County Environmental Services Department and understands the terms and provisions thereof;
- (8) Offeror has carefully examined the site of the Yadkin County MSW Transfer Station and one (1) representative convenience center site location and has informed and satisfied himself as to the conditions there existing, the character of any necessary work to be carried out in successful execution of the requested services, the difficulties attendant upon its execution, and the accuracy of information contained in the Request for Proposal.
- (9) Offeror understands that all proposals shall remain open for one hundred twenty (120) calendar days after the actual date of the Proposal opening;

My below signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in the Request for Proposal for Solid Waste Services for Yadkin County, North Carolina.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM: _____

ADDRESS: _____

FED ID NO: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

DATE: _____

SUBMITTED this _____ day of _____, 20____.

By: _____
(Signature of authorized representative)

(Printed name of authorized representative)

(Title)

(SEAL)

(Business Address)

(City, State & Zip Code)

(Note: If the Offeror is a corporation, indicate the State of incorporation under the affixed corporate seal.)

FORM E

DRUG-FREE WORKPLACE CERTIFICATION

YADKIN COUNTY SOLID WASTE SERVICES RFP

The Undersigned, as Offeror, herein referred to as singular and masculine, declares as follows:

- (1) Offeror will maintain a safe and secure workplace for their staff, County staff, and the public;
- (2) Offeror certifies that it and any affiliated subcontractor(s) will provide and maintain a drug-free workplace for their staff, County staff, and the public; and
- (3) The Offeror shall provide a copy of the organization's drug-free workplace policy to each employee and affiliated subcontractor(s). Minimally, the policy should notify employees and affiliated subcontractor(s) that the unlawful possession, distribution, or use of a controlled substance in the workplace is prohibited and violations of the drug-free workplace policy will include suspension up to termination.

I hereby certify that I am authorized to sign as a Representative for the Firm and commit to the drug-free workplace requirements stated above.

NAME OF FIRM: _____

SUBMITTED this _____ day of _____, 20____.

By: _____
(Signature of authorized representative)

(Printed name of authorized representative)

(Title)

(Business Address)

(City, State & Zip Code)

This page intentionally left blank.

FORM F

ADDENDUM CONFIRMATION FORM

YADKIN COUNTY SOLID WASTE SERVICES RFP

To: Yadkin County Environmental Services Department:

I (We) have carefully examined the referenced Request for Proposal and related information and documents submitted or made part of the Request for Proposal.

I (We) certify that we are recipients of the information provided in the subsequent addendums identified below.

Addendum No.

Issued Date:

This information has been considered in the preparation and issuance of our response to the referenced Request for Proposal.

I(We) understand that the Yadkin County reserves the rights to accept or reject any or all proposals submitted in response to the referenced Request for Proposal.

Offeror/Service Provider

Authorized Signature

Typed Name and Title

Mailing Address

City, State Zip Code

Date

This page intentionally left blank.

Form G

Convenience Centers: Municipal Solid Waste Collections Bid Sheet

Option1: Collection and Transportation (County-owned 6 CY and 8 CY Containers)

Proposed prices for the collection of MSW from County sites and the transportation of MSW to the County-owned transfer station.

Site No.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	1008 Catherine Road, Jonesville, NC 28642	Weekly	4	208	\$	\$
2	3016 Maranatha Church Road, Deep Creek, NC 27020	Weekly	3	156	\$	\$
3	1810 Patterson Mill Road, Yadkinville, NC 27055	Weekly	2	104	\$	\$
4	3304 Dal Road, East Bend, NC 27018	Weekly	3	156	\$	\$
5	1209 Lone Hickory Road, Yadkinville, NC 57055	Weekly	3	156	\$	\$
6	1405 Speer Bridge Road, Yadkinville, NC 57055	Weekly	4	208	\$	\$
7	3240 Hamptonville Road, Hamptonville, NC 27020	Weekly	1	52	\$	\$
8	1149 Landfill Road, Yadkinville, NC 27055	Weekly	7	360	\$	\$

On-call Solid Waste Services Price for pick-up	
6 CY Container	\$
8 CY Container	\$

Form G

Yadkin County Schools: Municipal Solid Waste Collections Bid Sheet

Option1: Collection and Transportation (County-owned 6 CY and 8 CY Containers)

Proposed prices for the collection of MSW from County sites and the transportation of MSW to the County-owned transfer station.

Site No.	Facility Name	Address	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	Booneville Elementary	232 East Main Street, Booneville, NC 27011	Weekly	3	126	\$	\$
2	Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	Weekly	3	126	\$	\$
3	East Bend Elementary	205 School Street East Bend, NC 27018	Weekly	3	126	\$	\$
4	Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	Weekly	3	126	\$	\$
5	Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	Weekly	3	126	\$	\$
6	Forbush High School	1525 Falcon Road, East Bend, NC 27108	Weekly	3	126	\$	\$
7	Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	Weekly	3	126	\$	\$
8	Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	Weekly	3	126	\$	\$
9	Starmount High School	2516 Longtown Road, Booneville, NC 27011	Weekly	3	126	\$	\$
10	Starmount Middle School	2626 Longtown Road, Booneville, NC 27011	Weekly	3	126	\$	\$
11	West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	Weekly	3	126	\$	\$
12	Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	Weekly	3	126	\$	\$
13	Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	Weekly	3	126	\$	\$
14	Bus Garage	300 N. Lee Avenue, Yadkinville, NC 27055	Every other week	1	26	\$	\$
15	School Administration Building	121 Washington Street, Yadkinville, NC 27055	Every other week	1	26	\$	\$

Form G

Yadkin County Facilities: Municipal Solid Waste Collections Bid Sheet

Option1: Collection and Transportation (County-owned 6 CY and 8 Cy Containers)

Proposed prices for the collection of MSW from County sites and the transportation of MSW to the County-owned transfer station.

Site Name.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Monthly Costs	Annual Cost
County Park	6600 Service Road, Yadkinville, NC 27055	On-call	*	*	\$	\$	\$
County Jail	201 East Cherry Street, Yadkinville, NC 27055	Weekly	1	52	\$	\$	\$
Town Lot	Corner of Cherry Street & Jackson Street, Yadkinville, NC 27055	Weekly	1	52	\$	\$	\$

*When called.

On-call Solid Waste Services Price for pick-up	
6 CY Container	\$
8 CY Container	\$

Form G

Convenience Centers: Municipal Solid Waste Collections Bid Sheet

Option 2: Collection and Transportation (Containers provided by contractor)

Proposed prices for solid waste containers, the collection of MSW from County sites, and the transportation of MSW to the County-owned transfer station.

Site No.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	1008 Catherine Road, Jonesville, NC 28642	Weekly			\$	\$
2	3016 Maranatha Church Road, Deep Creek, NC 27020	Weekly			\$	\$
3	1810 Patterson Mill Road, Yadkinville, NC 27055	Weekly			\$	\$
4	3304 Dal Road, East Bend, NC 27018	Weekly			\$	\$
5	1209 Lone Hickory Road, Yadkinville, NC 57055	Weekly			\$	\$
6	1405 Speer Bridge Road, Yadkinville, NC 57055	Weekly			\$	\$
7	3240 Hamptonville Road, Hamptonville, NC 27020	Weekly			\$	\$
8	1149 Landfill Road, Yadkinville, NC 27055	Weekly			\$	\$

On-call Solid Waste Services Price for pick-up	
6 CY Container	\$
8 CY Container	\$

Form G

Yadkin County Schools: Municipal Solid Waste Collections Bid Sheet

Option 2: Collection and Transportation (Containers provided by contractor)

Proposed prices for solid waste containers, the collection of MSW from County sites, and the transportation of MSW to the County-owned transfer station.

Site No.	Facility Name	Address	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	Booneville Elementary	232 East Main Street, Booneville, NC 27011	Weekly			\$	\$
2	Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	Weekly			\$	\$
3	East Bend Elementary	205 School Street East Bend, NC 27018	Weekly			\$	\$
4	Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	Weekly			\$	\$
5	Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	Weekly			\$	\$
6	Forbush High School	1525 Falcon Road, East Bend, NC 27108	Weekly			\$	\$
7	Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	Weekly			\$	\$
8	Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	Weekly			\$	\$
9	Starmount High School	2516 Longtown Road, Booneville, NC 27011	Weekly			\$	\$
10	Starmount Middle School	2626 Longtown Road, Booneville, NC 27011	Weekly			\$	\$
11	West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	Weekly			\$	\$
12	Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	Weekly			\$	\$
13	Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	Weekly			\$	\$
14	Bus Garage	300 N. Lee Avenue, Yadkinville, NC 27055	Every other week			\$	\$
15	School Administration Building	121 Washington Street, Yadkinville, NC 27055	Every other week			\$	\$

Form G

Yadkin County Facilities: Municipal Solid Waste Collections Bid Sheet

Option 2: Collection and Transportation (Containers provided by contractor)

Proposed prices for solid waste containers, the collection of MSW from County sites, and the transportation of MSW to the County-owned transfer station.

Site Name.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Monthly Costs	Annual Cost
County Park	6600 Service Road, Yadkinville, NC 27055	On-call	*	*	\$	\$	\$
County Jail	201 East Cherry Street, Yadkinville, NC 27055	Weekly	1	52	\$	\$	\$
Town Lot	Corner of Cherry Street & Jackson Street, Yadkinville, NC 27055	Weekly	1	52	\$	\$	\$

*When called.

On-call Solid Waste Services Price for pick-up	
6 CY Container	\$
8 CY Container	\$

Form H

Transfer Station Operations, Transportation, and Disposal Bid Sheet

Option 1: Operate, Transport, and Dispose

Proposed prices for the management and operation of the County's transfer station including the loading of MSW, and providing transportation and disposal services at a permitted Subtitle D landfill.

Item	Unit Cost*
Operations of the County's transfer station, transportation, and disposal in Subtitle D landfill	\$_____ per Ton

*Bid must include any taxes, state or local fees, handling charges, and pass-through costs.

Identification of receiving permitted Subtitle D landfill:

Facility Name: _____

Permit Number: _____ Permit Expiration: _____

Facility Address: _____
City, State, Zip
Code: _____

Hours of Operation: _____

Permit Status: For existing facilities, provide a summary of current permitted capacities during the initial five (5) year contract term and potential subsequent five (5) year term.

Permit Status: For existing facilities, provide a summary of proposed expansions and proposed permitted capacities during the initial five (5) year contract term and potential subsequent five (5) year term.

Form H

Transfer Station Operations, Transportation, and Disposal Bid Sheet

MSW Landfill Compliance Information:

Historical [past three (3) years] or current pending lawsuits, environment actions, notices of violations (NOVs) issued to the landfill. Provide detail:

Environmental Monitoring Status:

Groundwater: Date of latest monitoring event: _____
Compliant: Yes ☐ No ☐

Details: _____

Surface Water: Date of latest monitoring event: _____
Compliant: Yes ☐ No ☐

Details: _____

Landfill Gas: Date of latest monitoring event: _____
Compliant: Yes ☐ No ☐

Details: _____

Provide any other information (e.g. legal, financial, operational, etc.) which could impact this agreement:

Form I

Convenience Centers: Recyclable Materials Collections, and Transportation Bid Sheet

Option1: Collection and Transportation (County-owned 6 CY and 8 CY Containers)

Proposed prices for the collection of recyclable materials from County sites and the transportation to a MRF and/or recycling vendors.

Site No.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	1008 Catherine Road, Jonesville, NC 28642	Weekly	4	208	\$	\$
2	3016 Maranatha Church Road, Deep Creek, NC 27020	Weekly	3	156	\$	\$
3	1810 Patterson Mill Road, Yadkinville, NC 27055	Weekly	2	104	\$	\$
4	3304 Dal Road, East Bend, NC 27018	Weekly	3	156	\$	\$
5	1209 Lone Hickory Road, Yadkinville, NC 57055	Weekly	3	156	\$	\$
6	1405 Speer Bridge Road, Yadkinville, NC 57055	Weekly	4	208	\$	\$
7	3240 Hamptonville Road, Hamptonville, NC 27020	Weekly	1	52	\$	\$
8	1149 Landfill Road, Yadkinville, NC 27055	Weekly	7	360	\$	\$

On-call Recyclable Materials Services	
Price for pick-up	
6 CY Container	\$

Form I

Yadkin County Schools: Recyclable Materials Collections and Transportation Bid Sheet

Option1: Collection and Transportation (County-owned 6 CY Containers)

Proposed prices for the collection of recyclable materials from County sites and the transportation to a MRF and/or recycling vendors.

Site No.	Facility Name	Address	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	Booneville Elementary	232 East Main Street, Booneville, NC 27011	Weekly	1	42	\$	\$
2	Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	Weekly	1	42	\$	\$
3	East Bend Elementary	205 School Street East Bend, NC 27018	Weekly	1	42	\$	\$
4	Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	Weekly	1	42	\$	\$
5	Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	Weekly	1	42	\$	\$
6	Forbush High School	1525 Falcon Road, East Bend, NC 27108	Weekly	1	42	\$	\$
7	Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	Weekly	1	42	\$	\$
8	Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	Weekly	1	42	\$	\$
9	Starmount High School	2516 Longtown Road, Booneville, NC 27011	Weekly	1	42	\$	\$
10	Starmount Middle School	2626 Longtown Road, Booneville, NC 27011	Weekly	1	42	\$	\$
11	West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	Weekly	1	42	\$	\$
13	Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	Weekly	1	42	\$	\$

On-call Recyclable Materials Services Price for pick-up	
6 CY Container	\$

Form I

Convenience Centers: Recyclable Materials Collections, and Transportation Bid Sheet

Option 2: Collection and Transportation (Containers provided by contractor)

Proposed prices for recycling containers, the collection of recyclable materials from County sites, and the transportation of recyclable to MRF and/or recycling vendors.

Site No.	Location	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	1008 Catherine Road, Jonesville, NC 28642				\$	\$
2	3016 Maranatha Church Road, Deep Creek, NC 27020				\$	\$
3	1810 Patterson Mill Road, Yadkinville, NC 27055				\$	\$
4	3304 Dal Road, East Bend, NC 27018				\$	\$
5	1209 Lone Hickory Road, Yadkinville, NC 57055				\$	\$
6	1405 Speer Bridge Road, Yadkinville, NC 57055				\$	\$
7	3240 Hamptonville Road, Hamptonville, NC 27020				\$	\$
8	1149 Landfill Road, Yadkinville, NC 27055				\$	\$

On-call Recyclable Materials Services Price for pick-up	
6 CY Container	\$

Form I

Yadkin County Schools: Recyclable Materials Collections and Transportation Bid Sheet

Option 2: Collection and Transportation (Containers provided by contractor)

Proposed prices for recycling containers, the collection of recyclable materials from County sites, and the transportation of recyclable to MRF and/or recycling vendors.

Site No.	Facility Name	Address	Frequency of pickup	Services per Week	Services per Year	Price per Pick-up	Annual Cost
1	Booneville Elementary	232 East Main Street, Booneville, NC 27011				\$	\$
2	Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055				\$	\$
3	East Bend Elementary	205 School Street East Bend, NC 27018				\$	\$
4	Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108				\$	\$
5	Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108				\$	\$
6	Forbush High School	1525 Falcon Road, East Bend, NC 27108				\$	\$
7	Forbush Middle School	1431 Falcon Road, East Bend, NC 27108				\$	\$
8	Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC				\$	\$
9	Starmount High School	2516 Longtown Road, Booneville, NC 27011				\$	\$
10	Starmount Middle School	2626 Longtown Road, Booneville, NC 27011				\$	\$
11	West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020				\$	\$
13	Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055				\$	\$

On-call Recyclable Materials Services Price for pick-up	
6 CY Container	\$

Form I

Yadkin County Recyclable Materials Marketing/Processing Fee or Credit

Option 1: Recyclable Materials Marketing/Processing Fee

Proposed prices paid by the County to the contractor for the marketing/processing fees for recyclable materials at a MRF and/or recycling vendors.

Item	Unit Cost*
Marketing/processing fee for recyclable materials	\$_____ per Ton

*Bid must include any taxes, state or local fees, handling charges, and pass-through costs.

Identification of receiving MRF and/or recycling vendor(s):

Facility Name: _____

Facility Address: _____
City, State, Zip _____
Code: _____

Hours of Operation: _____

Facility Name: _____

Facility Address: _____
City, State, Zip _____
Code: _____

Hours of Operation: _____

Form I

Yadkin County Recyclable Materials Marketing/Processing Fee or Credit

Option 1: Recyclable Materials Marketing/Processing Fee

Identify the preferred payment adjustment associated with the marketing and processing fee, if any.

Index: _____
Percentage of Index: _____
Frequency of Adjustment: _____

Describe other fees or costs, if any, that will be charged to the County for the marketing/processing of recyclable materials.

Form I

Yadkin County Recyclable Materials Marketing/Processing Fee or Credit

Option 2: Recyclable Materials Credit

Proposed prices paid by the contract to the County for the marketing/processing fees for recyclable materials at a MRF and/or recycling vendors.

Item	Unit Cost*
Credit for recyclable materials	\$_____ per Ton

*Bid must include any taxes, state or local fees, handling charges, and pass-through costs.

Identification of receiving MRF and/or recycling vendor(s):

Facility Name: _____

Facility Address: _____

City, State, Zip _____

Code: _____

Hours of Operation: _____

Facility Name: _____

Facility Address: _____

City, State, Zip _____

Code: _____

Hours of Operation: _____

Form I

Yadkin County Recyclable Materials Marketing/Processing Fee or Credit

Option 2: Recyclable Materials Credit

Identify the preferred payment adjustment associated with the marketing and processing fee, if any.

Index: _____
Percentage of Index: _____
Frequency of Adjustment: _____

Describe other financial incentives, if any, that will be provided to the County for the management of recyclable materials.

FORM J

REFERENCES

YADKIN COUNTY SOLID WASTE SERVICES RFP

1. Name of Reference: _____

Address: _____

Phone Number: _____

Contact Person(s): _____

Year Contract: _____ Contract Term: _____

Estimated Cost of Work: _____

Project Description: _____

2. Name of Reference: _____

Address: _____

Phone Number: _____

Contact Person(s): _____

Year Contract: _____ Contract Term: _____

Estimated Cost of Work: _____

Project Description: _____

FORM J

REFERENCES

YADKIN COUNTY SOLID WASTE SERVICES RFP

(continued)

3. Name of Reference: _____

Address: _____

Phone Number: _____

Contact Person(s): _____

Year Contract: _____ Contract Term: _____

Estimated Cost of Work: _____

Project Description: _____
